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SAITE AND PERSIAN DEMOTIC CATTLE DOCUMENTS

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A Study in Legal Forms and Principles in Ancient Egypt

Eugene Cruz-Urbe

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The American Society of Papyrologists

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Saite and Persian demotic cattle documents.

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A Study in Legal Forms and Principles
in Ancient Egypt

Eugene Cruz-Uribe

Scholars Press
Chico, California

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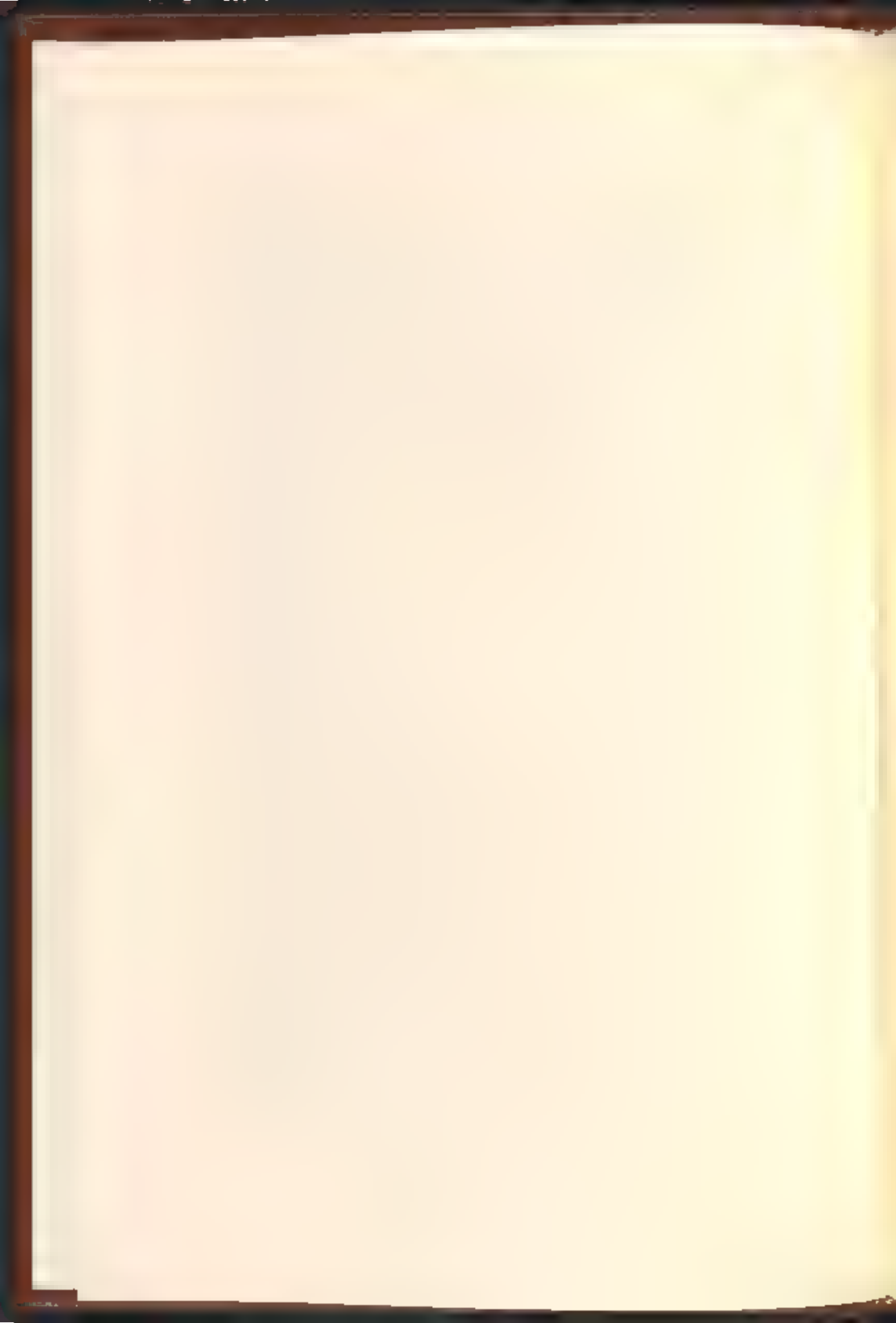
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The following study is a revision of my Ph.D. thesis submitted to the Department of Near Eastern Languages and Civilizations at the University of Chicago (1983). Many individuals deserve recognition for their assistance.

Special thanks are due to Mrs. L. C. Youtie and Professor L. Koenen of the University of Michigan. They were extremely helpful on the occasions when I visited Ann Arbor, opening up the facilities of the Rare Book Room at Hatcher Library. They also helped me to obtain photographs of the Michigan papyri (Doc. 4, 8, 9 and 14) which I publish below. I wish to thank Hatcher Library of the University of Michigan for permission to publish these documents.

I also wish to thank the members of my committee, Professors Edward Wente and Klaus Baer. They provided me with many useful references of which I was unaware. Special thanks go to Professor Janet H. Johnson, my advisor and the chairman of my committee. She not only provided me with firm guidance, but gave me the opportunity to work on the Chicago Demotic Dictionary Project. I wish to thank Professor Johnson for permission to publish the photographs of P. Turin 2124 and 2128 (Doc. 6 and 12) from the dictionary files. While working on the dictionary project, I was most fortunate to work alongside two other demoticists, Robert Ritner and Richard Jasnow. I have profited a great deal from their comments on a variety of matters. I also wish to thank Peter Ficcone for his encouragement.

Special recognition is also due Professor George A. Hughes. His devotion to and understanding of early demotic have served as a standard by which I hope my work can be judged.

Lastly, I would like to mention my wife Kathy. She has provided the love, companionship and encouragement (even from great distances) to finish this work.



INTRODUCTION

m-ir s3 mt iw.s ph r ih.t

"Do not neglect a matter if it concerns a cow."

(The Instructions of Onchsheshonqy, § BM 10508, 9/8)

The following study is the outcome of my deep interest in the Saite and Persian Period in Egypt, especially in the use of early demotic in the documents. Originally I had intended to present a detailed discussion of both the legal and economic aspects of the documents and how they fit into the overall structure of Ancient Egyptian society. However, as the size of the legal sections expanded past my original estimate and, as the economic evidence was of such a meagre nature, I have limited my discussions in this study solely to the legal aspects of the documents.

This volume is the first publication containing demotic texts from the collection of the University of Michigan since William Edgerton edited a group of documents of the Roman period from Tebtunis (Husselman, Bonk & Edgerton, 1944). I hope this study will be only the first of several volumes in this series which will bring about the publication of the entire collection of Michigan demotic papyri.

Following the advice of Onchsheshonqy, I have used as the basis for my study a series of demotic documents, all of which deal in some manner with cattle. They form a well-rounded group, dating from the early Saite Period to the end of Dynasty 30 (670 - 330 BC). The majority of the documents concerns the sale of cattle, but a variety of texts are included. As is apparent in my discussions of the cattle documents, I have cited, wherever necessary, material from other early demotic documents. Wherever appropriate, I have cited documents from the Ptolemaic and Roman periods as well.

Every document which I cite in the discussion without any following reference dates to the Saite and Persian Period. Publication references to all these documents can be found in H. J. Thissen's list of early demotic documents published in volume 10 of *Enchoria* (1960). In the cases where I cite Turin papyri, those texts are in some cases unpublished in photograph and I await the announced publication of M. Malinine and P. Pestman. I have based my readings on photographs belonging to the Oriental Institute of the University of Chicago (Griffith, 1909, vol. III, p. 28, no. 1). With all citations, unless noted, I have relied upon my own transliteration and translation of the document. For those documents which I cite that are dated to other time periods, I have included a textual reference to a major publication of the text. The exceptions to this are

P. Reinach 6, P. Reinach 7 and M. Lille (Menu), three demotic cattle sale documents dating to the Ptolemaic period. I have made constant reference to them in the discussions, as they are the only demotic cattle sale documents known to this author from that period. The Reinach papyri were recently republished by Pestman (1982), while the Lille papyrus was published by Menu (1981). These papyri follow the style and format of the early demotic documents except where discussed in detail below.

My study is divided into six chapters. The first chapter deals solely with the transliterations, translations and textual commentaries on the 16 cattle documents. Chapters two through five are a discussion of the various clauses and phrases found within the documents, while chapter six is an outline of the Egyptian principal of obligations which is evidenced in the discussed documents.

I have not included in this study discussions of several aspects of the documents. No discussions were made of the protocol formula nor of the scribe's signatures, as reference to Seidl's comments (1968, pp. 2ff. and 10ff.) is sufficient. I also did not discuss the witness lists, since photographs of several of the verses of the documents were unavailable. This topic can be more easily discussed in a separate study when verso photographs are generally available.

I have used below the term "document" whenever I refer to a particular demotic text. While this term can be imprecise in meaning on certain occasions, I prefer it to the incorrect term "contract" which has heretofore been applied to the texts. Further discussion on this problem can be found in chapter 6. In other cases the reader will notice that the English translations appear awkward. I have adopted this style intentionally in order to replicate Egyptian word order and grammar.

The aim of this study is to investigate the phrases of the demotic documents, in particular documents concerning sales, and to determine the function of these phrases, both in their individual context and as part of a general pattern in texts of the Saite and Persian period. Although no legal codes or written statutes survive from the period, I hope 1) to show that the system of Egyptian law did follow a coherent and consistent system at this time which we can in some ways intuit from the surviving documents, and 2) to describe obligations which operate in Egyptian law. I have not attempted to determine the influence, if any, of Egyptian law on later Greek and Roman law, because such an adventure is outside the scope of this study. Readers are urged to use Taubenschlag's (1955) and Seidl's (1962) discussions until that topic can be addressed.

ABBREVIATIONS

- AgAbh : Ägyptologische Abhandlungen, Wiesbaden.
 AgFor : Ägyptologische Forschungen, Glückstadt.
 AHDO : Archives d'histoire du droit oriental, Brussels.
 BdE : Bibliothek d'Étude, Cairo.
 BIFAO : Bulletin de l'Institut Français d'Archéologie Orientale, Cairo.
 CdE : Chronique d'Égypte, Brussels.
 CRIPEL : Cahier de Recherches de l'Institut de Papyrologie et d'Égyptologie de Lille, Lille.
 Crum : W. Crum, A Coptic Dictionary, Oxford, 1939.
 Doc. : document, documents (referring to texts in chapter 1).
 Glossar : W. Erichsen, Demotisches Glossar, Copenhagen, 1954.
 JAOS : Journal of the American Oriental Society, New Haven, Conn.
 JCS : Journal of Cuneiform Studies, New Haven, Conn.
 JEA : Journal of Egyptian Archaeology, London.
 JJP : Journal of Juristic Papyrology, Warsaw.
 JNES : Journal of Near Eastern Studies, University of Chicago, Chicago.
 MDAIK : Mitteilungen des Deutschen Archäologischen Instituts, Abteilung Kairo, Cairo.
 MIFAO : Mémoires publiés par les membres de l'Institut Français d'Archéologie orientale du Caire, Cairo.
 OIP : Oriental Institute Publications, University of Chicago, Chicago.
 OLZ : Orientalistische Literaturzeitung, Berlin-Leipzig.
 RdE : Revue d'Égyptologie, Paris.
 RecTrav : Recueil de Travaux Relatifs à la Philologie et à l'Archéologie Égyptiennes et Assyriennes, Paris.
 RHDFE : Revue historique du droit français et étranger, Paris.
 RIDA : Revue internationale des droits de l'antiquité, Brussels.
 SAK : Studien zur altägyptischen Kultur, Hamburg.
 SAOC : Studies in Ancient Oriental Civilizations, The Oriental Institute of the University of Chicago, Chicago.
 Urk IV : K. Sethe, Urkunden der 18. Dynastie, Leipzig, 1906ff.
 Wb. : A. Erman & W. Grapow, Wörterbuch der Ägyptischen Sprache, Leipzig, 1926ff.
 ZAS : Zeitschrift für ägyptische Sprache und Altertumskunde, Leipzig-Berlin.
 ZSS : Zeitschrift der Savigny-Stiftung für Rechtsgeschichte, Roman. Abteilung, Weimar.

Other Abbreviations and Symbols

- / : used to indicate line reference (e.g., Doc. 3/4 means Document 3, line 4).
- [] : indicates a restoration.
- ~ : indicates broken text and uncertain reading.
- () : indicates word or letters omitted from original by mistake or words or letters inserted to make a clearer translation.
- Lp.h. : abbreviation for common Egyptian phrase "life, prosperity, health," found after king's name or the word "pharaoh."

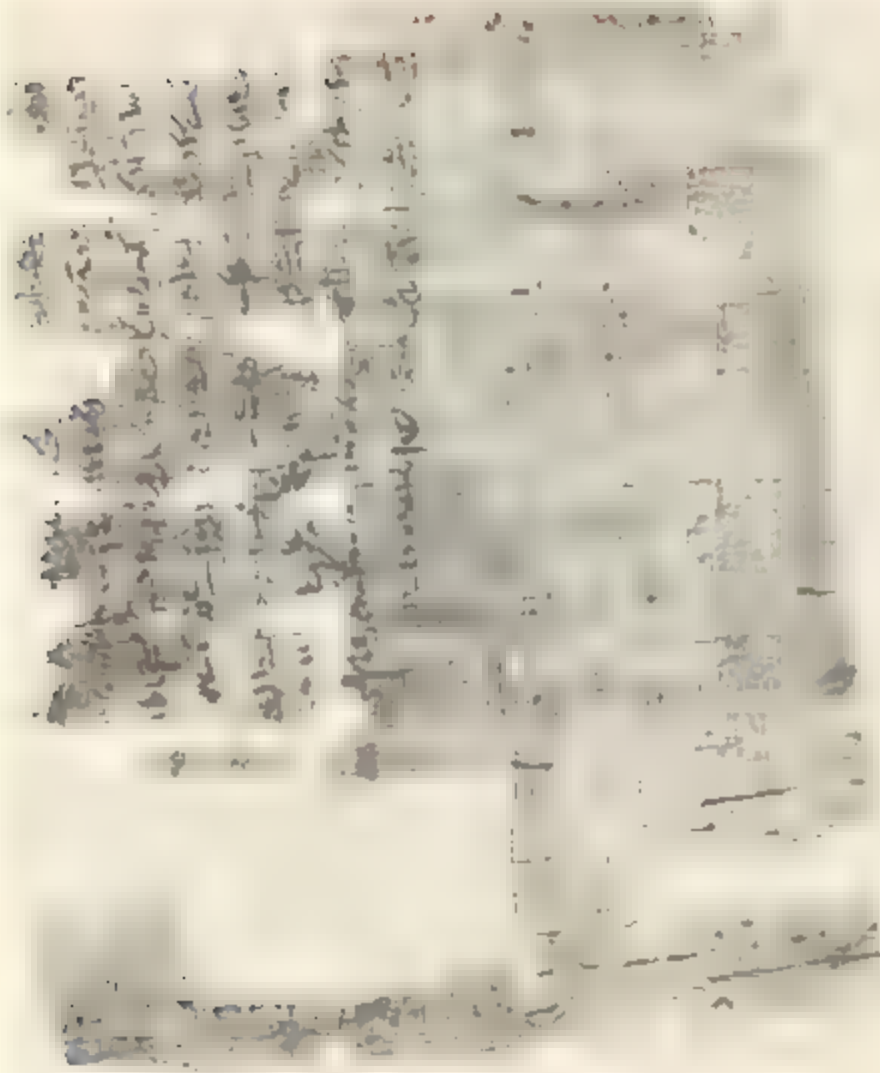


Plate 1: P. Michigan 3523 recto-36 x 24 cm

[Faint, illegible handwritten text, likely bleed-through from the reverse side.]

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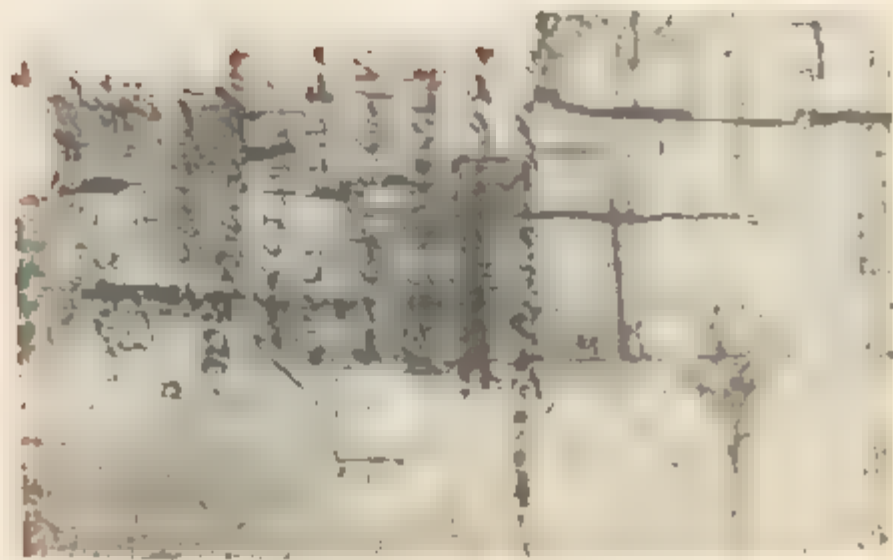
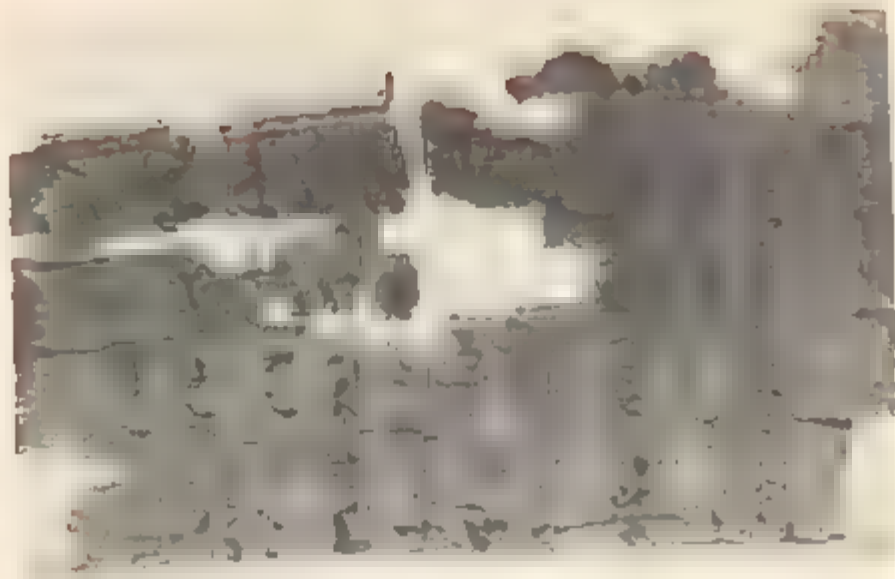


Plate IV: P. Michigan 1525a recto(2) & P. Michigan 1525c recto-23.5 x 26.8 cm

[Faint, mostly illegible handwritten text in a cursive script, likely from a 16th-century manuscript. The text is arranged in several columns across the page.]

Plate V: P. Michigan 3525h recto-45 x 27 cm

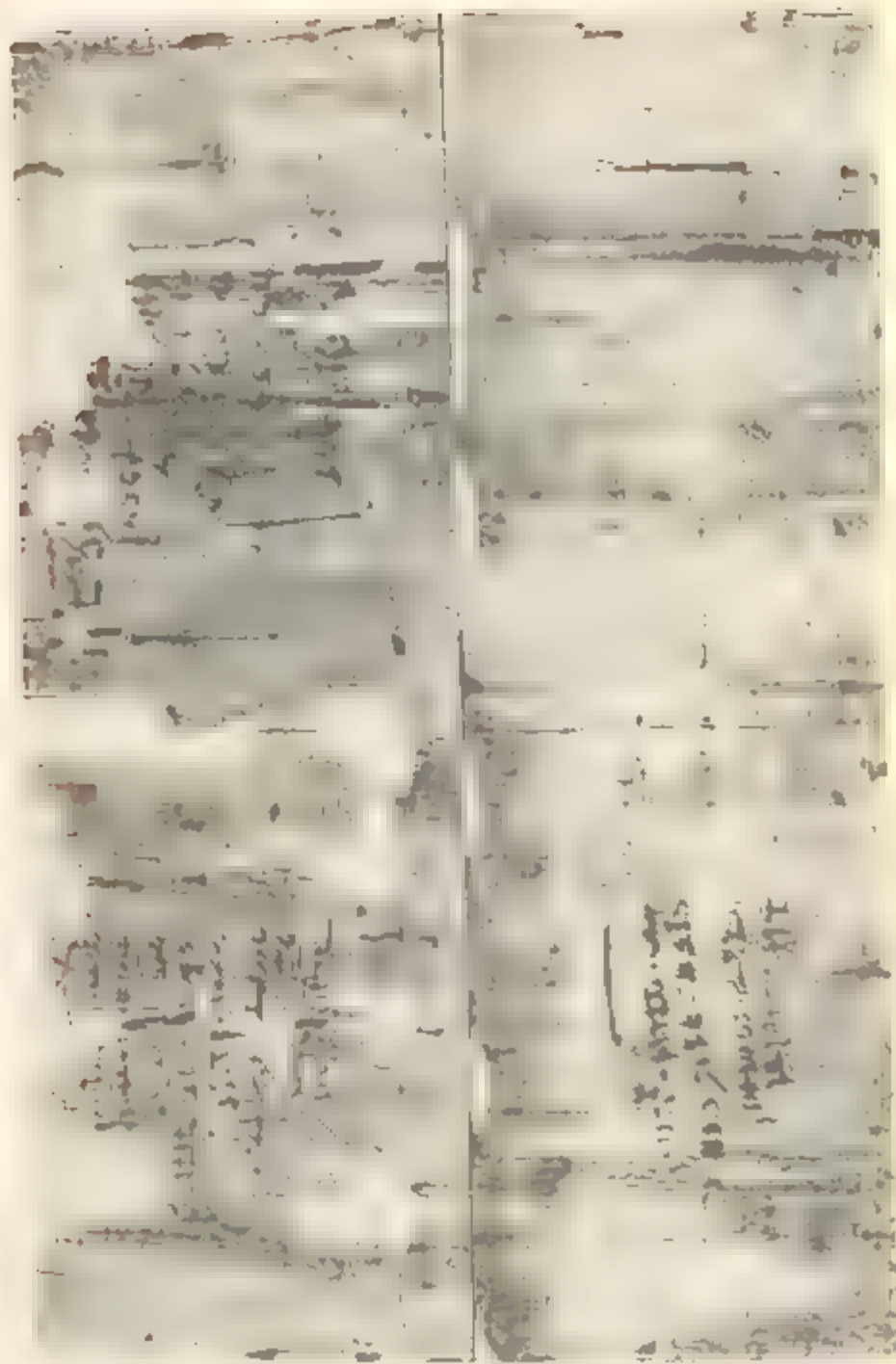
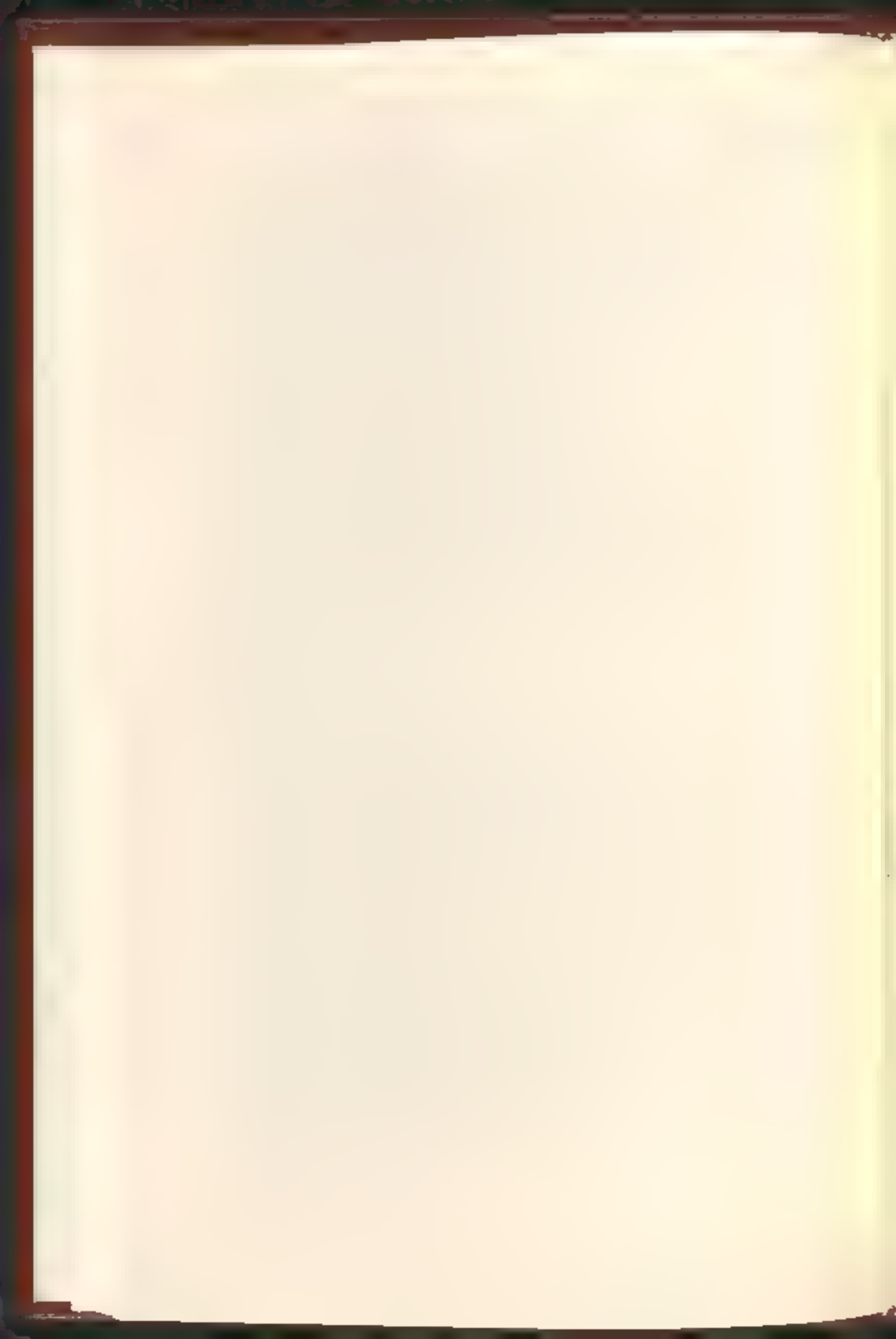


Plate VI: P. Michigan 3523 verso. P. Michigan 3525a verso & P. Michigan 3525b verso

Handwritten text in a cursive script, likely from a manuscript. The text is arranged in several lines, with some words appearing to be in a different script or dialect. The handwriting is dense and somewhat difficult to decipher due to the cursive style and the quality of the reproduction. The text appears to be a list or a series of entries, possibly related to a historical or scientific record.

Plate VII: P. Turin 2125 recto



Chapter 1

DOCUMENTS OF THE SAITE AND PERSIAN PERIODS

Throughout this study I have employed the system of transliteration of demotic currently in use by the Chicago Demotic Dictionary Project, though the final version of the dictionary may not retain all of the transliterations used here.

1.1 DOCUMENT 1 - P. LOEB 41

Document = Guarantee Ownership.

Bibliography:

- Erichsen, 1950, vol. 1, pp. 29-30.
 Malinine, 1955, p. 500.
 Spiegelberg, 1931, pp. 70-72, p. 24.

This document is the oldest dated demotic cattle document and results from the transfer of ownership of 1/2 of a cow to *Q-lmn-iw.f-nh* by *St3-lmn-gwy*. It appears that the cow was originally purchased by both parties. The chief purpose of this document is to ensure the property rights of Party B over one half of the cow. One should note that the two parties bought the cow equally as partners and that Party A retains a half share of the profit and loss. It is also interesting to note that no penalty clauses are spelled out. Seidl (1968, p. 20) called this document an example of 'Mitcigentum.'

1.1.1 Transliteration

- 1) *h.t-sp '2.t* (I) *ib1 '4* (II) *3h.t n Pr-'3 'u.s Psmk d gl-kr t3 St3-lmn-gwy s3*
Ns-p3-hrj mw.t.f Rwrw n gl-kr t3 Q-lmn-iw.f-nh s3 P3-ti-hr-n-py mw.t.f
T3-hr(t-n)-mhy.t
- 2) *mtw.k p3y(y) hbr' (III) = p3 = t3y ih(t) shm.t (?) (IV) t3re (V) nt t3b n p3 t3h*
p3 mhn (VI) t.in.n r-db3 hq iwj.n n p3 s 2 mtw.k t3y.s p3(t) hn' t3 p3(t) n
n3y.s hrj.w
- 3) *nt iw.s r ms.f.w n-t-n p3 hrw r-hry = iw: rh rmt nb (n) p3 = if mw.t sn sn.t hr*
hr.t ink mif ir sh) n t3y.s p3(t) = t3 p3(t) n n3y.s hrj.w nt iw.s = ms.f.w
- 4) *p3y.k bnr hr p3y.s hu gwy r hr iwj.n n p3 s 2 m-sh Wn-nfr s3 Q-Qhuty-*
iw.f-nh
- 5) (in a different hand) *sh St3-lmn-gu = Ns-p3-hrj mw.t.f Rwrw tp.f*

Verso

- 1) *P3-ti-f... s3 hr*
- 2) *hr s3 'hr? (VII)*

■ P3-ti-Imn s3 Wn-Imn

4) Inpy-ir-ti.s s3 P3-ti-nfr-htp

1.1.2 Translation

- 1) Regnal year 2, Choiakh, of Pharaoh, l.p.h., Psammetichus, l.p.h. Said the Soldier of the District, St3-Imn-gwy, son of Ns-p3-hr_t, whose mother is Rwrwe, to the Soldier of the District, D-Imn-uw.f-nh, son of P3-ti-ht-n-py, whose mother is T3-šr.t-n)-mhy.t:
- 2) "You are my partner in the half of this female red cow, which is branded with 'the obelisk and the milk-can' and which we bought for silver between us as two persons. To you belongs her half together with the half of her offspring
- 3) which she will bear from today onward. No man in the land, (from) father, mother, brother, sister, son, daughter, including me, except you, shall be able to have power over her half, together with the half of her offspring which shall be born.
- 4) It is between the two of us that our profit and loss will be shared." Written by Wn-nfr, son of D-Dhwtj-ir.f-nh.
- Written by St3-Imn-gw, son of Ns-p3-hr_t, whose mother is Rwrw, himself.

1.1.3 Textual Commentary


(I) The traces only fit 2.t. See Cruz-Uribe (1979) for redating this document to 662 BC. Thissen (1980, p. 113) follows earlier editors and dates it to the reign of Psammetichus III (626-625 BC). See Addenda, p. 126.

(II) The size of the space and the remaining traces suggest a reading of 4. Compare to the example ■ P. Rylands 7/1 (Griffith, 1909, vol. III, p. 419).

(III) I agree with Spiegelberg's reconstruction (1931, pp. 70 and 72, no. 6). This phrase should be compared to *iry.t p3* seen in ■ BM 10120B/2. See also Hughes (1952, p. 49, no. m).

(IV) The reading of this sign as *šhm.t* "female" is doubtful (Spiegelberg, 1931, p. 72, no. 7). It looks much closer to *gl-šr* as seen in line 1. This, however, makes no sense. One possibility is *bt* "pregnant" (Glossar, p. 125) poorly written. This would be paralleled in Doc. 2/3 and Doc. 3/3.

(V) *tšre* "red" is here written with a cow determinative.

(VI) *p3 t3n p3 mkn. t3n* normally refers to "obelisk" (Wb. V, 326.15ff.) and our determinative is similar to the bottom of an obelisk (Kaplony-Heckel, 1973a, pp. 14-15). I would propose translating our phrase as "which is branded with 'the obelisk and the milk-can.'" The name Amun was often written with the obelisk in the late periods (Wb. I, 84.16), so the brand would be  reading "the

milk can of Amun" (with honorific transposition) as spelled out in P. Louvre E. 7836/4 and P. Louvre E. 7833A/6. Doc. 7/3 has *p3 i3b n Imn Dm3* "the brand of Amun of Djeme" which undoubtedly refers to this. Note that Glossar (p. 654.1) incorrectly derives *ih* from Wb. V, 327.7.

(VII) Perhaps the same name as *I-hr* in Griffith (1909, vol. III, pp. 205, no. 36 and 438). Spiegelberg (1932, p. 72) read *D-hr*.

1.2 DOCUMENT 2 - P. BERLIN 13571

Document concerning the Sale of a Cow.

Bibliography:

- Erichsen, 1950, vol. I, pp. 11-13.
 Erichsen, 1950a, pp. 271-286.
 Zauzich, 1969, p. 228.
 Zauzich, 1971, pp. 24-26.

Erichsen (1950a) suggested that this document comes from the Elephantine area, but Zauzich (1969, p. 228) argues that this document is very similar in form to Doc. 17 and thus, he feels it comes from Edfu. The text is broken at the bottom. The red, ploughing cow which is being sold, named *Ta-p3-wtn*, is pregnant. It is interesting to note in the penalty clause later in the document that should a replacement animal ■ required, because the contract of sale has been violated, a red, ploughing, and pregnant cow is stipulated. This is in contrast ■ Doc. ■ and 13, where the cow's color ■ not specified in the penalty clause.

Of particular interest ■ the style of handwriting of this text. In appearance it is very similar to documents of Ptolemaic date. The individual signs are formed in the manner of early documents, e.g., *ir* *shy* in line 6, but the style of the hand is not paralleled in other documents of the early Saite Period. This may simply be a scribal peculiarity.

1.2.1 Transliteration

- 1) *h.t-sp 5 ibt 2 3ht (I) n Pr-'3 'w.s Pamt k 'w.s d i3ky bk ■ Pr-'3 'w.s P3-ti-Mn s3 P3-ti-Hr-p3-hrj mu.f Ns-Hr-p3-hrj n*
- 2) *bsnj bnpj (II) Hr-m-hb ■ P3-ti-'i3-ihy mu.f Ta-ty (III) ti.k mty h3ty.y ■ h d n i3y(.y) ih(.t)*
- 3) *shmt t3r.t ak3 bk nt i3b n p3 i3b Is.t nt iw.w d n.s rn n ih(.t) Ta-p3-wtn i3 msf(.t) n i3y(.y) ih(.t) nmh r-*
- 4) *ms.w n p3y(.y) ihy ti.y s n.k r-bnr r-db3 h d ti.k n.y p3y.s h d sp.y s n-tr.f.k h3ty.y mty.w*
- 5) *n-im.f mtw.k s i3y.k ih(.t) shmt i3y (n)-t p3 hrw r-hry hn' n3y.s hrf.w nt iw.s r ms.f.w ■ p3y.k ihy bn iw.rh*

- 6) *rmf nb* = *p3 t3 i q mw.t zn sn.t šr šr.t ink h'(.y) mit ir shy n-im.s p3y.k bnr p3*
nt iw.f r iy r-r.k r-db3.t.s
 7) *t.t.s mtw.k d bn mtw.k s in n m(.y) n ra rmt nb n p3 t3 iw.y r wy.f r-r.k*
n-im.s iw.y tm ti wy.f r-r.k n-im.s
 ■ *iw.y r ti n.k ih(.t) shm.t šr.t sk3* ■ *r p3y.s smt n ih(.t) r-db3.t.s n p3 sw n t.t.s*
mtw.k nt (w.w r ir.f iw.y
 9) (remainder lost)

Verso

- 1) *Ns-Mn s3 Wsir-wr*
 2) *Hr s3 lrt.w-rd p3 sh dm**
 ■ *P3-ti-Is.t* ■ *Hr*
 4) *N3-nfr(?) Pth* ■ *'nh-p3-hr*

1.2.2 Translation

- 1) Regnal year 5, Paophi, of Pharaoh, l.p.h., Psammetichus, l.p.h. Said the Stonemason and Slave of Pharaoh, L.p.h., *P3-ti-Mn*, son of *P3-ti-Hr-p3-hr*, whose mother = *Ns-Hr-p3-hr*, to
 2) the Ironsmith, *Hr-m-hb*, son of *P3-ti-'I3-ihy*, whose mother is *Ta-ty*: "You have caused my heart to agree to the silver for my
 ■ female, red, plowing, and pregnant cow which is branded with the brand of Isis and which = called by the cow's name *Ta-p3-wn*, (being) the offspring of my unencumbered cow which
 4) was born in my corral. I have sold her to you for silver. You gave ■ me her silver. I have received it from your hand. My heart = in agreement with
 ■ it. She belongs to you. She is your cow from today onward together with her offspring which she shall bear in your corral. No man in the land
 6) from father, mother, brother, sister, son, daughter, including me, shall ■ able to have power over her except you. (As far) the one who shall come to you in regard to her
 7) in order to take her from you saying: 'She does not belong to you,' in my name or in the name of any man = the land, I will cause him to be far from you concerning her. ■ I fail to cause him to ■ far from you concerning her,
 ■ I will give ■ you a female, red, plowing, and pregnant cow according to her likeness of a cow, in exchange for her on the day when one might take her from you, which one will do, while I ..."

1.2.3 Textual Commentary

(I) This dates it to 588 BC.

(II) Zauzich (1971, p. 25, note 2) suggests reading *bi3-n-py* following Glossar, # 117, for *bnpy*. *bnpy* is common in the Wadi Hammamat graffiti. See Thissen (1979, pp. 69-70) for more discussion of this title.

(III) The reading *Ta-ty* follows Malinine (1955, p. 494). Perhaps this is the feminine counterpart of the name which Zaunich (1978) read *P3-ty* in P. Berlin 15774.

1.3 DOCUMENT 3 - P. RYLANDS 8

Document concerning the Sale of a Cow.

Bibliography

- Griffith, 1909, vol. I, pl. 21-22; vol. II, pl. 19-20; vol. III, pp. 59-60, 216-218.
 Malinine & Pirenne, 1950-51, ■ 56-57.
 Revillout, 1911-12, pp. 246-255.
 Revillout, 1912, ■ 70.

This document comes from El-Hibeh and dates ■ the eighth year of Amasis. The amount specified in the penalty clause is 1 1/2 deben of silver, well above the amount found in most of the other sale documents. In addition, the document notes that if a claim is made on the cow and she has a male or female calf or a bull following her, Party A, *D-Pth-iw.f-nh*, will compensate for any animal wrongly taken. The cow specified here is also pregnant as was the cow in Doc. 2.

1.3.1 Transliteration

- 1) *h.t-sp 8 tpy imw* (I) ■ *Pr-3 'w.s. l'h-ma 'w.s. d D-Pth-iw.f-nh s3 P3-ti-Pth mw.f.f T3-nfr-iyt(?)* (II) n
- 2) *swd3-ib-(n)-jt P3-ti-ls.t s3 Na-sm3-t3.wy mw.f.f Šp-(n)-l3.t* (III) *ti.k mty h3ty(.y) n p3 hq(.n) t3y (IV) ih(.t) t3ry sk3*
- 3) ■ *mtw.k s t3y.k ih(.t) hn' ms nb nt iw.s (r) ms.w t h.t-sp 8 tpy imw* (V) *r-hry b' dt*
- 4) *bn iw rh rmt nb n p3 ■ ir shy n-im.s p3y.k bnr t rmt nb n p3 ■* (VI) *inh h(.y) mjt*
- 5) *p3 nt iw.f (r) iy r-r.k rqb3.f.s r t.t.s mtw.k r* (VII) *d bn t3y.k ih(.t) in t3y ink iir* (VIII) *ti n's*
 ■ *n.k iw(.y) tm ti n's n.k iw(.y) ti n.k ih r t3y.s mrt (IX) iw(.y) tm ti n.k ih(.t) r t3y.s mrt iw(.y) ti n.k*
- 7) *hq(.n) 1 qt 5(?) (X) r-qb3.f.s p3 bnr ■ ms nb nt iw.s (r) ms.w iw p3y.k rmt p3 nt nhj r-r.w mtw(.y) ■ st n.k*
- 8) *iw.w t.f.s iw wn ms hy (XI) m-s3.s iw(.y) ti n.k ms hy r t3y.f mrt iw.w t.f.s iw wn bhse m-s3.s*
- 9) *iw(.y) r ■ n.k bhse r t3y.s mrt iw.w t.f.s iw wn k3 m-s3.s iw(.y) ti n.k k3 r t3y.f mrt*
- 10) *iw d qnb.t nb n p3 t3 irm.k m-sh Gm-n.f-Hr-bk (XII) s3 P3-nfr-iw (XIII)*

Verso

- 1) *l'h-t3y.f-nh* s3 *P3-s-mtk*
- 2) *l'h-ms* s3 *l'h-t3y.f-nh*
- 3) *l'h-ir-3* s3 *D-Pth-iw.f-nh*
- 4) *l'h(?)* s3 *D-Hr-iw.f-nh*
- 5) *l'nsu-ir-(u).s* ■ *P3y.f-t3u-.wy-B3s.t*
- 6) *P3-miw(?)* s3 *l'rt-Hr-r.w*
- 7) *l'h-ir-ti.s* ■ *l'mn-iw*
- 8) *P3-ti-ls.t* s3 *D-Wsir-iw.f-nh*
- 9) *P3-ti-lmn* ■ *P3-ti-Wsir*
- 10) *Sm3-t3.wy-t3y.f-nh* ■ *Hrbs(?)*
- 11) *P3-hr-mr(?)* s3 *P3-s-mtk*
- 12) *l'nsu-t3y.f-nh* ■ *Gm-n.f-Hr-bk*
- 13) *l'h-t3y.f-nh* s3 *'nh....?*

1.3.2 Translation

- 1) Regnal year ■, Pachons. of Pharaoh. l.p.h., Amasia, l.p.h. Said *D-Pth-iw.f-nh*, son of *P3-ti-Pth*, whose mother is *T3-nfr-iyt*, to
- 2) 'He who heals the heart of the father.' *P3-ti-ls.t*, son of *Na-sm3-t3.wy*, whose mother is *Sp-(n)-ls.t*: "You have caused my heart to agree to the silver for this red. plowing, pregnant
- cow. She belongs ■ you. She is your cow together with any calf which she will bear from year 8, Pachons. above, forever.
- No man ■ the land shall have control over her except you, including any man in the land, including me.
- 5) (As for) the one who shall come to you in regard to her in order to take her from you saying: 'She is not your cow.' I am the one who will cause her to be clear
- for you. If I fail to cause her to be clear for you, I shall give ■ you ■ a cow according to her likeness. If I fail to give to you a cow according to her likeness, I shall give to you
- 7) one deben and five(?) kite of silver instead of her, besides any calf which she will bear, whereas your man is the one who is empowered concerning them and I will give them ■ you.
- If she is seized, while a bull calf ■ following her, I will give to you a bull calf according to its likeness. If one seizes her while a female calf is following her,
- 9) I will give to you a female calf according to her likeness. If one seizes her, while ■ bull is following her, I will give to you ■ bull according ■ its likeness.
- 10) without citing any document in the world with you." Written by *Gm-n.f-Hr-bk*, son of *P3-nfr-iw*.

1.3.8 *Textual Commentary*

(I) This dates the document to 562 BC.

(II) Griffith (1909, vol. III, p. 216, no. III read T3-b3-ryt.

(III) Šp-(n-)Is.t. See Griffith (1909, vol. III, p. 216) and Hughes (1952, p. 60).

(IV) T3y. See Doc. 7/2 for a similar construction.

(V) To have the date inserted here is unusual and is not paralleled in the other cattle documents, but a similar construction can be found in P. Rylands 7/4, a document of self-sale (Cruz-Uribe, 1982).

(VI) rmt nb n p3 t3. Other documents in this position usually add *if mwt an sn.t* *šr šr.t*.

(VII) r d. Later documents omit the r.

(VIII) As Hughes (1952, p. 16, no. III pointed out, this participial statement is future tense in the early demotic documents.

(IX) mry following Glossar, §. 170. Erichsen's reference there to Wb. II, 48 is probably incorrect. The usage here parallels exactly the phrase *r p3y-s smt m ip.t* which we see elsewhere in the cattle documents (e.g. Doc. 9/5). Could this phrase be related to the example of mry "black cow" in Wb. II, 106.107

(X) hq (tbn) 1 qt 5. Griffith (1909, vol. III, p. 69, no. 5 and p. 216, no. 1) is probably incorrect in saying the penalty was paid in kind and not in metal, as is clearly indicated here. The reading qt 5 is not entirely certain.

(XI) hy following Griffith's correction (1909, III, p. 321).

(XII) Gm-n.f-Hr-bk. See Ranke (1935, vol. I, p. 361.26).

(XIII) P3-nfr-iw. See Lüddeckens, *et al.*, (1982, p. 192).

1.4 *DOCUMENT 4 - P. MICHIGAN 3523*

Document concerning the Settlement of a Claim (Plates I & VI).

Bibliography: unpublished.

This previously unpublished text dates from the reign of Amasis. At some point before this document was written, it appears that the Cultivators of Horus

of Edfu had stolen a bull from *Irt-Hr-r.w*, the father of Party A (name lost). Party A then sued the Cultivators and apparently won the case and was then compensated for the theft. As a consequence of this restitution, Party A forswears any further claims and guarantees to protect Party B from any future claims. This text is also interesting in that it uses the phraseology which heretofore has been thought to represent documents concerning the sale of property. The implications of the use of these phrases is discussed further in chapter 2.

1.4.1 Transliteration

- 1) *h.t-sp 20* (D) *ib1 2'* (II) [... n] *Pr-3* *'w.s. 1'h-fmk* (III) *'w].s. d* ... (IV) *n p3 t(...)*
... *hry(?) (...s3)*
- 2) *Irt-Hr-r.w m.w.f f Irt.w]-r-r.w n n3* *'hw[f.w = H]r-bh'tt* (V) (n) *t3 m3y (n) M...y*
(VI) *ti.tn]*
- 3) *mty h3ty(.y) [n] h3 n p3 i3 nt iw(.y) d mt irm.tn* (VII) *r-gb3.f[f]*
- 4) *d t.w s mhw* (VIII) (*Irt-Hr-r.w s3 P3y.f-t3w-'wy-B3s.t p3[y(.y)] i3 bn iw(.y) rh*
ty r-hr.tn]
- 5) *r-gb3.f bn iw rh rmt* (IX) *'y' (r)-hr.tn n rn (n) Irt-Hr-r.w s3 {P3y.f-}*
t3w-'wy-B3s.t
- 6) *[p3] nt iw.f r iy (r)-hr.tn r-dgb3.f f iw(.y) r = n'.f (r)-hr.tn* (X) *iw(.y) 'im'*
- 7) *ti wy.f r-hr.tn iw(.y) r ti (n).tn h3 = (XI) q1 5* (XII) (n) *pr-h3' n Pth n wth*
- 8) *iw d qnb.t nb (n) p3 t3 irm.tn s3 P3-ti-ts.t = Hr-wd3*

verso

- 1) *T3y.f-nhj = Ns-p3-mty*
- 2) *P3-ti-fmn-nsw.t-ntr.w s3 Hnsu-ur-ti.s*
- 3) *P3-ti-Hr-m-hb = P3-ir-(n)-ts.t*
- 4) *T3y.f-nhj = P3-ir-n3(?) sm3(?) t3.wy(?)*
- 5) *T3y.f-nhj = Dhwt-ma(I)*
- 6) *P3y... (I) = P3-ir-(n)-ts.t*
- 7) *P3-s-n-mtk = T3y.f-nhj*
- 8) *Ns-sm3-t3.wy = P3-ti-fmn*

1.4.2 Translation

- 1) Regnal year 20, second month of ... of Pharaoh, l.p.h., Amasis, l.p.h. Said ... of the ... (son of)
- 2) *Irt-Hr-r.w*, whose mother is *Irt.w-r-r.w*, to the Cultivators of Horus of Edfu on the island of *M...y*: "You have caused
- 3) my heart to agree to the money for the bull concerning which I am contending with you,
- 4) saying: 'One seized me from *Irt-Hr-r.w*, son of *P3y.f-t3w-'wy-B3s.t*, my father.' I will not be able to come (before you)
- 5) concerning it. No man will be able to come before you in the name of *Irt-Hr-r.w*, son of *P3y.f-t3w-'wy-B3s.t*,

- 6) (As for) the one who will come before you concerning it, I will cause him to be far from you. If I fail ■
 7) cause him to be far from you. I will give to you five kite of silver of the Treasury of Ptah, refined,
 8) without citing any document in the world with you." Written by P3-ti-Is.t, son of Hr-wd3.

1.4.3 Textual Commentary

- (I) *h.t-sp* 20. This would place this document ■ year 550 BC. See Addenda, p. 126.
 (II) *ib1* 2. This is almost certain. Compare it ■ the forms seen in Griffith (1909, vol. III, p. 419).
 (III) While the king's name is damaged, palaeographically the document fits ■ the reign of Amasis. For a writing of that king's name similar to this example, see Griffith (1909, vol. III, p. 431).
 (IV) The name and title of Party A cannot be discerned from the remaining fragments. It ■ possible that he was named after his grandfather, P3y.f-3u-'.wy-B3s.t.
 (V) *hwf.w n Hr-bht*, "Cultivators of Horus of Edfu." This title is also seen in Doc. 8/2.
 (VI) *is m3y (n) M...y*, "the island ■ ..." Unfortunately, I cannot read the name of the island from which this comes. Presumably ■ is an island near Edfu.
 (VII) *g mt irm*, "speak words with, to contest (in court)." See Sethe-Partsch (1920, pp. 280-281) and Gardiner (1962, p. 60, no. 10).
 (VIII) *1 mtr*, "to take (something wrongfully) from." Compare the examples found ■ Doc. 2/7 and Doc. 3/5.
 (IX) One would expect *rm1 nb n p3* ■ to appear here on the basis of parallels found in the cattle documents.
 (X) Compare to Doc. 3/5-6. See the discussion of Phrase D in chapter 5 below as well as discussion of this variation there.
 (XI) *n*. This may be a mistake by the scribe.
 (XII) 5. Since the top is damaged this may also be 1.

1.5 DOCUMENT 5 - P. LOUVRE E. 7450

Letter Acknowledging Payment for Burial.

Bibliography:

- Griffith, 1909, vol. III, p. 23, no. 37.
 Revillout, 1885, pl. 21, no. 20.
 Revillout, 1896, n. 377.
 Revillout, 1897, pp. 369-370.
 Revillout, 1911-12, n. 386-391.

This letter is apparently a report from the overseer of the necropolis to his superior to inform him of the receipt of a bull as payment for the complete burial of a Fourth Prophet of Hareuris. In this document it appears that the Fourth Prophet probably does not own the burial goods which people would normally provide for burial of a person (e.g., coffin, burial shroud, amulets, mummy mask, etc.). Instead a bull has been given to the overseer of the necropolis and the overseer will obtain the necessary funerary goods which will then be used for burial of the deceased. This text is not to be confused with receipt/payment documents (e.g., P. Louvre 7838) which have a much different format.

1.5.1 Transliteration

- 1) hrw-b3k P3-ti-lmn Q-hr p3 mr-h3s.t m-b3h Q-hy p3y.f hry
- 2) i P3-R' qy p3y.f 'h' ti n.y hm-ntr tpy(?) (I) n Hr-wr P3-mtr s3
- 3) P3-ti-Hr-p3-bk p3y ih t3r (II) w.f sp r (III) p3 htp-ntr m lmn m rn n
- 4) hm-ntr 4-nw m Hr-wr P3-ti-Hr-p3-bk p3y.f q (n) t3 t3b.t n n3 nkt.w nt t3w
- 5) ti s m p3 mr-h3s.t n p3 imnt m Nkr.t (IV) sp.y p3y ih nt h3y t3y m
- 6) r-bnr h3ty(.y) mty.w n-im.f tw.y (V) wy r-r.f n mt nb n rn
- 7) n p3 hm-ntr 4-nw n rn m p3y.f q3s.t m imnt (VI) W3s.t (VII) sh Ti-Hnw-
- 8) t3w.t s3 'n-h3r (VIII) m h.t-sp 38 ibt 4 tmu (IX)

1.5.2 Translation

- 1) A statement of P3-ti-lmn, son of Q-hr, the Overseer of the Necropolis, in the presence of Q-hy, his superior:
- 2) "O may Re cause his lifetime to be long. The First(?) Prophet of Hareuris, P3-mtr, son of
- 3) P3-ti-Hr-p3-bk, gave me this red bull, which was received for the endowment of Amun in the name of
- 4) the Fourth Prophet of Hareuris, P3-ti-Hr-p3-bk, his father, instead of (lit. in exchange for) the goods which one (normally)
- gives to the Overseer of the Necropolis on the west of Thebes. I have received this bull mentioned above. I have taken them (X)

- 6) away. My heart is in agreement with it. I am far from him in regard to any matter concerning
 7) the Fourth Prophet and his burial in the west of Thebes." Written by *Ti-Hnsw-*
 8) *i3w.t*, son of 'n-Hr, in regnal year 38, Mesore.

1.5.3 Textual Commentary

(I) *tpy(?)*. The reading is questionable and follows Griffith's suggestion (1909, vol. III, p. 216).

(II) *rk*. Griffith (1909, vol. III, p. 216, no. 1) suggests this is the masculine form of *tr* "red." Further discussion can be found in chapter 3.

(III) For the writing of *r* before nouns, see Cruz-Uribe (1980, p. 38, no. i) and Glossar, p. 236.

(IV) While the word here is written *X*, more like the sign for the male genitalia (Erichsen, 1950, vol. III, p. 54b), it is best understood as a poor writing for *imnt* "west." The expression *imnt n Niw.t* is also seen in *W*. Warsaw 148.288/3 (Postman, 1977, vol. I, p. 96). In the New Kingdom we see *imnt.t w3s.t* "west bank of Thebes" frequently (*Wb.* I, 86.12), but *imnt.t* is feminine and our word is clearly masculine. The writing of the word *Niw.t* is unique for this period and lacks the normal geographic determinatives.

(V) The first person pronoun (*y*) is written here as a seated man.

(VI) The feminine word *imnt* "Necropolis" (Glossar, p. 31.4) is written in the same peculiar manner as *imnt* "West" in line 4. Perhaps this is to be read *hnm-w3s.t* "united with Thebes." See Zauzich, 1975, pp. 123ff.

(VII) *W3s.t* "Thebes" here written with the *w3*-sign (Erichsen, 1950, vol. III, p. 62a). A similar writing is attested in *W*. Berlin 3079/2. This is to be contrasted with the very common expression *imnt W3s.t* (*Wb.* I, 86.12).

(VIII) *Ti-Hnsw-i3w.t s3 'n-Hr*. *Ti-Hnsw-i3w.t* is not in Ranke. Compare it to the Saite-Persian name *Ti-B3s.t-i3w* (Ranke, 1935, vol. I, p. 396.18 and Thirion, 1982-83, p. 109). 'n-Hr "Beautiful is Horus" is not in the Demotisches Namenbuch. Compare to 'n-B3st and 'n-Mwt. (Ranke, 1935, vol. I, p. 61). This is not to be confused with 'n-m-hr (Liddeckens, et al., 1981, p. 97).

(IX) This dates this document to 532 BC.

(X) The plural pronoun here is, perhaps, to be understood as referring to the goods one normally gives to the overseer.

1.6 DOCUMENT 6 - P. TURIN 2124(=229)

Document concerning Remuneration (Plate II).

Bibliography:

- Fabretti, Rossi & Lanzone, 1881-88, vol. I, p. 282.
 Griffith, 1909, vol. III, p. [red], no. [red].
 Menu, 1977, p. 400.
 Orcutu, 1852-58, vol. II, p. 132, no. 24.
 Revillout, 1895, p. 26.
 Revillout, 1896, pp. 415f.
 Revillout, 1897, pp. 351-352.
 Revillout, 1898-1903, pp. 519-525.
 Revillout, 1907, p. 85.
 Revillout, 1911-12, pp. 518-523.

Revillout's interpretation of this document (1898, p. 416) as a sale of "red land" was changed by Griffith (1909, vol. III, p. 29, no. 50) to a sale of a red cow, but Griffith also misread the document in several ways. In the first instance, this is not a document concerning a sale, and secondly, the "4 kite of silver and 15 measures of wheat(?)" which he gives as the sale price are not to be found in the body of the text.

P3-w3h-lmn (Party A) had given Bu-rh.f (Party B) a red, plowing cow to use for plowing during a one-year period from year 14 to year 15 of Darius I. Although not stated here, it is implied that a fixed amount was agreed upon by the two parties for the use of the cow. Our document simply addresses the situation where Party A has received a sum of money from Party B for the use of the cow. Party A absolves Party B of his debt and notes that if anyone approaches Party B and makes a claim for the remuneration, Party B will receive one kite of silver from Party A. The translation of the text below shows conclusively that this is not a sale document, but has several clauses which are found in sale documents. These will be discussed in later chapters.

The photograph reproduced below is provided courtesy of the Chicago Demotic Dictionary Project.

1.6.1 Transliteration

- 1) h.t-sp 15 ibt 4 pr.t (I) n Pr-ʿ3 'w.s. Trywʿ 'w.s. d {3m} (II) n pr Mnt-nb-
 W3s.t P3-w3h-lmn (III) s3 P3-t-Mnf
 2) mw.f Na-wtn (IV) n w3h-mu (n) in Bu-rh.f s3 Ns-Mn (V) ti.k mty h3ty(y)
 n t3 h3(t) (VI) n t3y(y) ih(t)
 3) shm.t sk3 (VII) t3r.t d.w n.s (n) rn ih(t) T3-ʿr.t... (VIII) r-ti(y) n.k = sk3
 n-im.s n h.t-sp 14 (r) h.t-sp h3ty(y)

- 4) *mty* = *ṯṣy.s ḥb.t* (IX) *mn mtw(.y) mt nb n p3 ṯ3 r-.wy.k n-im.s p3 nt iu.f r iy r-r.k r-gb8.f.s n m(.y) n*
 5) *rn rmt nb n p3 ṯ3 iu(.y r) ti wy.f r-r.k iu(.y) tm ti wy.f r-r.k iu(.y r) = n.k ḥd 1 pr-ḥd Pth = wth r-gb8.f.s*
 6) *sh iq-ntr Mnt-nb-W3s.t Ipy s3 D-ḥr*

1.6.2 Translation

- 1) Regnal year 16, Pharmuthi, of Pharaoh, I.p.h., Darius, I.p.h. Said the Herdsman (?) of the estate of Montu, Lord of Thebes, *P3-w3ḥ-Imn*, son of *P3-ti-Mnt*.
 - 2) whose mother is *Ns-wtn*, to the Choachyte of the Valley, *Bw-rḥ.f*, son of *Ns-Mn*: "You have caused my heart to agree to the remuneration for my female,
 - 3) plowing, red cow which is called by the cow's name *T3-ṣr.t*..., which I gave to you to plow with her from year 14 to year 15. My heart is in agreement with
 - 4) her remuneration, I do not have any claim in the world against you for it. (As far) the one who shall come to you in regard to it in my name, or in
 - 5) the name of any man in the world, I will cause him to be far from you. If I fail in cause him in far from you, I will give to you one kite of silver of the treasury of Ptah, refined, in regard to it."
- Written by the God's Father of Montu, Lord of Thebes, *Ipy*, son of *D-ḥr*.

1.6.3 Textual Commentary

- (I) This would date this document to 506 BC.
- (II) *Y3m*. The break may be too large for *Y3m* alone, but nothing else seems fit. See Hughes (1952, pp. 46f).
- (III) *P3-w3ḥ-Imn*, "The enduring one of Amun." See Hughes (1952, pp. 47f.). Perhaps this man is the son of *P3-ti-Mnt* found in P. Louvre B. 7836/1-2 and was named after his grandfather.
- (IV) *Ns-wtn*, "One who belongs to the libation(?)." This reading is uncertain, but is similar to the writing of *wtn* found in P. Rylands 9. 10/19-20. I considered the reading *Ns-ḥr-gy*, but the determinative is definitely *ḥ* (Erichsen, 1950, vol. III, p. 44). The name is unattested elsewhere.
- (V) *Bw-rḥ.f s3 Ns-Mn*. The mother's name is omitted here.
- (VI) *ḥb.t*. In this text it means "remuneration (for)," while in Doc. 12/2 it means "in exchange for." The former meaning follows Wb. IV. 436.15-16. Green's discussion of *ḥb.t* (1950) is incorrect.

(VII) *sš3*. Here it is written *s* + *š3*-arms + plow, while later in the line it is simply *s* + plow.

(VIII) *T3-šr.t....* The name of the cow is problematic. Perhaps read *T3-šr.t-(n)-irt-bn?*

(IX) *šb.t*. Party A has seemingly loaned or leased his plowing cow to Party B in year 14 for one year. It would appear that this document notes the payment to Party A of a fee for the use of the cow and not payment for the cow itself. In the following clauses the pronoun *s* refers to the remuneration, not the cow.

1.7 DOCUMENT 7 - P. LOUVRE E. 9292

Document concerning the Sale of 1/2 of a Cow.

Bibliography:

- Griffith, 1909, vol. III, p. 29, no. 55.
 Malinine ■ Pirenne, 1950-51, pp. 57-59.
 Revillout, 1885, pp. 35-36, pl. 23, no. 23.
 Revillout, 1895, p. 25.
 Revillout, 1896, p. 412.
 Revillout, 1897, pp. 331-333.
 Revillout, 1899-1903, pp. 507-510.
 Revillout, 1907, pp. 86-87.
 Revillout, 1911-12, pp. 486-495.

The sale of one half of a cow to *St3-Imn-gwy* by *Hr-wš3* is the subject of this document. If the cow being sold is later contested or claimed by a third party, Party A agrees to provide a whole cow as replacement or two and a half kite ■ silver. Perhaps it is necessary to understand that *St3-Imn-gwy* already owns the other half of the cow. This would help explain why he obtains complete control over any calves to be born in a joint corral. In Doc. 1, where the property rights over one half of a cow are discussed, each of the two owners retain half share in any calves that may be born in the future.

1.7.1 Transliteration

- 1) *h.t-sp 19 (I) ibt 2 pr.t n Pr'3 'w.s. Trywš 'w.s. d šmš (II) ■ pr Imn Dm3 (III)*
Hr-wš3 ■ I'h-šr-t.s mw.f T3-šr.t-(n)-šr.t n
- 2) *gl-šr (n) š (IV) St3-Imn-gwy (V) ■ Imn-šr-t.s ti.k mty š3ty(y) n p3 šd n ■*
šš(t n) ty (VI) bšs.t km.t nt ššb (n)
- 3) *p3 ššb (n) Imn Dm3 (VII) d.j n.s m ■ išt St3-irt-bn r-in(y) dšš šd n '3m n*
Pr'3 'w.s. Hr šš P3-š-Imn-ipy
- *ti(y) n.k š3y.s šš(t) nt hrš (VIII) n p3 hrw mn mtw(y) mt nb n p3 šš r'-wy*
š3y.s šš(t) hn' ms nb bšs.t nb nt iu.s r ms.t.u

- 5) = p3y.n ihy wt'n.n' (IX) = p3 s 2 (X) bn iw rh rmt nb n p3 t3 ink h'(y) mif ir shy n t3y.s (XI) p5(.t n) i h(.t) nt hwy
 6) p3 nt iw.f (r) iy r-r.k r-dbb3.g.s {n?} t3y.s p5(.t) nt hwy iw(y) r ti wyf.f] r-r.k n mt nb qnby nb n p3 t3 iw(y) tm w wy.f r-r.k
 7) [n mt nb qnby nb] n p3 t3 iw(y) [r] w n.k [ih(.t)] shm.t r p3y.s smt n ih.t iw(y) tm ti n.k ih.t shm.t r p3y.s smt n ih.t iw(y) r ti n.k hq qt 2 qt 1/2 (XII) pr-hq Pth wth
 ■ iw m(tw).k t3y.s p5(.t) (hn') ms nb bhs.t nb nt iw.w n' n.k (XIII) = mt nb = p3 t3 (XIV) n-t p3 hrw r-hry h' dt m-sh Q-Imn-iw.f-nh s3 Tw3- ntr'-wy.w-hnsw (XV)

1.7.2 Translation

- 1) Regnal year 19(?), Mechir, of Pharaoh, l.p.h., Darius, l.p.h. Said the Porter of the estate of Amun of Djeme, Hr-wd3, son of I'h-ir-ti.s, whose mother is T3-ir-t(n)-Is.t, to
- 2) the Soldier of the District, St3-Imn-gwy, son of Imn-ir-ti.s: "You have caused my heart to agree to the silver for the half of this black heifer which is branded with
- the brand of Amun of Djeme (and) who is called by the cow's name St3-ir-bn, which I bought for silver from the Herdsman of Pharaoh, l.p.h., Hr son of P3-ti-Imn-ipy.
- I have sold to you its half mentioned above today. I do not have any claim in the world for its half together with any bull calf or any female calf which she shall bear
- 5) in our corral between the two of us. No man in the land, and myself likewise, shall be able to have power over her half of the cow mentioned above.
- 6) (As for) the one who shall come ■ you concerning her, i.e., her half mentioned above, I will cause him to be far from you in regard to any claim or any deed in the world. If I fail to cause him to be far from you,
- 7) [with any claim or any deed] in the world, I will give to you a female [cow] according ■ its likeness. If I fail to give to you a female cow according ■ its likeness, I will give to you two and one-half kite of silver of the treasury of Ptah, refined.
- 8) whereas her half belongs to you (together with) any bull calf or any heifer calf which will be clear for you in regard to any matter in the world from today, onward, forever." Written by Q-Imn-iw.f-nh, son of Tw3- ntr'-wy-hnsw.

1.7.3 Textual Commentary

(I) 19(?) This reading is questionable. Griffith (1909, vol. III, p. 29, no. 55) reads either 29? or 9? If year ■ is correct, then this would date the document to 501 BC.

(II) gw. Glossar (p. 576) shows this example. See also Malinine (1953, p. 22).

(III) Dm3. As in Doc. 12/1, it is written t-m3'.t.

(IV) *gl-šr*, "Soldier." Also in Doc. 1/1 (2 examples).

(V) *St3-Imn-gwy*, also in Doc. 1/1. Note that with this example the name of the mother is omitted.

(VI) *ty*, lit., "here," must mean "this." See P. Berlin 15607/10 (Zauzich, 1978) for a Ptolemaic example and discussion. Note also the discussion of Malinine (1967, p. 164). Perhaps we are to understand this as *t3y-y* "my."

(VII) *p3 i3b Imn Dm3*, "the brand of Amun of Djeme." Djeme is here written *t-m3'-t*, but differently from the example in line 1. Amun of Djeme refers to the god Amun worshipped in the small temple at Medinet Habu (el-Amir, 1959, p. 58).

(VIII) *nt hry*. The reading is not clear. This was not read by Malinine and Pirenne (1950-51, p. 58).

(IX) *wt n.n'*. Malinine (1967, p. 164) suggested the reading: *wt = iwj*, as in Doc. 1/4. He says that it is written like the verb *wt* "envoyer." I understand *wt* here to mean "to separate, divide" which Westendorf (1965/77, p. 279) suggests is one of the meanings of *wt* "to send away" (Glossar, p. 103). Note that Westendorf derives Coptic *oyw(w) r c* from *wt* (Wb. I, 404) with contamination from *wd* (Wb. I, 397). Malinine is correct in that the scribe of our document confused the verb "to divide" with the preposition *iwj* "between." While the translation "between the two of us" is given, keep in mind the scribe actually wrote "(which is) divided for us."

(X) *n p3 s 2*. For similar phrases, see P. Bibl. Nat. 216/5, 217/5 and Doc. 1/2, 4.

(XI) *t3y.s*, perhaps understand *t3y.k*.

(XII) Malinine and Pirenne (1950-51, p. 58) read *2 qt 2/3 1/6*.

(XIII) *nt i4.w n' n.k*, "which will be clear for you." See Griffith (1909, vol. III, p. 204, no. 28). I thank George Hughes for this reference. *n'* here would mean "to be clear (of title)." It is determined by the walking legs (*nt*) determinative.

(XIV) *nb n p3 t3(?)*. This reading is questionable, but the parallel in line 6 confirms it.

(XV) *tw3-ntr-.wy.w-hnsu*, "The praising of god is in the hands of Khonsu." The name is unattested elsewhere, but the reading is relatively clear. For *tw3-ntr* see Hughes (1966, pp. 178f.) and Malinine (1951, p. 140j). Malinine (1967, p. 164) suggested reading *(p3y).f-tw3-ntr-.wy.w-hnsu* and understanding

P3y.f-t3w-'wy-Hsw. The first sign is not the *f* of *p3y.f*, but the initial stroke of a cartouche. For the determinative of *tw3* see Erichsen (1950, vol. III, p. 44.3). See also Pestman (1973, p. 31).

1.8 DOCUMENT 8 - P. MICHIGAN 3525A

Document concerning the Sale of a Cow (Plates III, IV & VI).

Bibliography: unpublished.

This previously unpublished text describes the sale of a cow named *St3-irt-bn* to two individuals, *P3-ti-Itm* and a woman (name lost). *P3-ti-Itm* is a Cultivator of Horus of Edfu and this text may come from the Edfu area (or even possibly Thebes). The records of the University of Michigan library only state that the text was purchased in Upper Egypt.

1.8.1 Transliteration

- 1) *h.t[sp] 20 ibt 3 Imw (I) n Pr-3 'w,a. Tñtyw[š] ('w,a. d ...? Irt.w)-rr.w (II) 's3*
'P3-whr (III) s3 P3-ti-Hr mw.f[š] Ns-nht-Hr
- 2) *n ('h)w[š] (IV) n Hr-bh[š] (V) P3-ti-Itm s3 Wsir[...] hn' shm.t [...]-Is,t(7) ti,tn mty*
h3ty(.y)
- 3) *n p3 h[š] n t3 wšy (VI) bhgy (VII) km (VIII) d,f n.s = ('h(.t) St3-irt-bn*
ms(.t) n t3y(.y) ih(.t) nmh r
- 4) *ms.w n p3y(.y) ihy mtw.tn s t3y.tn ih(.t) t3y hn' ms (IX) nb nt iw.s r ms.f.w n*
'p3y.tn ihy'bn iuw
- 5) *rh rmt nb n p3 t3 ir shy n-im.s p3y.tn bnr [š] y mw.t an an.t[š] hr hr,š (X)*
'rmt nb' n p3 [tr.f] inh
- 6) *h(.y) m[š] p3 nt iw.f r iy r-hr.tn r-dh3[š] s r [š]š.s (XI) m-ti.tn d bn mtw.tn in*
t3y (XII)
- 7) *iw(.y r) = wy.f r-hr.tn iw(.y) tm ti wy.f r-hr.tn iw(.y r) ti n.tn d3d3 = d3d3*
(XIII)
- 8) *ih.t r p3y.s smt iw(.y) tm ti n.tn d3d3 r d3d3 ih.t r p3y.s smt iw(.y r) ti*
- 9) *n.tn h[š] qt 5 pr-h[š] (n) Pth n wth r h[š] 4 qt 9 2/3 1/6 1/10 1/30 1/60 1/60 r h[š]*
qt 6 pr-h[š] (n) Pth n wth [n]
- 10) *iw mtw.tn t3y.tn ih(.t) 'n hn' ms nb nt iw.s (r) ms.f.w n-t-n p3 hrw: r-hry š' d[š]*
- 11) *sh Hr s3 P3-ti-Hr-sm3-t3.wy*

Verso

- 1) ...
- 2) ... s3 ...
- 3) ... s3 Ns-p3-mty
- 4) *I'h-ms s3 Irt-Hr-r.w*
- 5) ...
- 6) *Hr-wd3 s3 Hr*
- 7) *Ns-hr s3 ...*
- 8) *...-Imn s3 Ns(or Nht)-p3-ar*

1.6.2 Translation

- 1) Regnal year 20, Epiphi, of Pharaoh, I.p.h., Dar[ia]s, I.p.h. Said the ...
Irt.wj-r-r.w, son of P3-whr, son of P3-ti-Hr, whose mother is Ns-nht-Hr,
- 2) ■ the Cultivator of Horus of Edfu, P3-ti-Ibn, son of Wsir-[...], together with
the woman [...]-Is.t(?) [...]: "You have caused my heart to agree
- 3) ■ the money for the fattened, white-spotted(?), black (cow) which is called by
the cow's name St3-irt-bn, the offspring of my unencumbered cow
- 4) which was born ■ my corral. She belongs to you. She is your cow together
with any calf which she shall bear in your corral. No man
- in the land will have control over her except you, [from] father, mother,
brother, sister, son, daughter, male or female boss, or any man in the
[entire] world, I
- myself likewise. (As for) the one who shall come before you on account of her
in order to take her from you saying: 'She does not belong to you,'
- 7) I will cause him to be far from you. ■ I fail to cause him to be far from you, I
will give to you
- head for head, a cow according to its likeness. If I fail to give to you head for
head, a cow according to its likeness, I will give
- 9) to you five kite of silver of the treasury of Ptah, refined, being equal to four
and $9 + 2/3 + \text{■} + 1/10 + 1/30 + 1/60 + 1/60$ kite, being equal to five
kite of silver of the treasury of Ptah, refined, again,
- 10) whereas your cow belongs to you still together with any offspring which she
will bear from this day onward, forever."
- 11) Written by Hr, son of P3-ti-Hr-sm3-t3.wy.

1.6.3 Textual Commentary

(I) This dates the document to 501-500 BC.

(II) Irt.w-r-r.w. The initial portion of the name ■ lost. My restoration is based on the traces of ink which adhere ■ the upper right hand corner of the verso.

(III) The name is here damaged. *ink mit* "myself, likewise" in lines 5-6 indicates that Party A is only one person.

(IV) *hwt*, "farmer." The traces which remain suggest this reading and the word fills the space.

(V) Hr-bhn, "Horus of Edfu." This suggests that the document comes from Edfu where the cult of Horus was prominent; see also Doc. 4/2.

(VI) w3 is perhaps derived from the hieroglyphic w3 "to fatten" (Wb. I, 369.2, where it is shown with a cow determinative). The scribe appears to have written something before the w and after t3. Perhaps we are to read t3 ih(.t) w3y, "the fattened cow," with ih(.t) written over a mistaken 3.

(VII) *bhgy*. Perhaps this means "white-spotted," related to the Hebrew/Aramaic (Koehler & Baumgartner, 1967, p. 108a). While it is usually associated with spotting relating to illnesses, *Leviticus* 13:39 is noted as a more positive use. This word is also seen in Doc. 13/2.

(VIII) *km*, "black." The determinative \blacktriangle is not normally seen with this word until the Roman Period (Glossar, p. 563).

(IX) *ms* "calf." For discussion on the translation, see chapter 3.

(X) *hr hr.t*, "male or female boss." These persons are not found in other examples of this phrase. See P. Loeb 44/7.

(XI) $r\frac{t}{t}f$ is damaged, but is restored following Doc. 3/5.

(XII) $bn\ mtw.tn\ in\ t\dot{s}y$ may be restored with confidence following Doc. 12/3.

(XIII) $\underline{d}3\underline{d}3\ r\ \underline{d}3\underline{d}3$. See also Doc. 13/5 and Doc. 14/x+9 and 11. The determinative is the same as \blacksquare *km* "black" in line 3.

1.9 DOCUMENT 9 - P. MICHIGAN 3525B

Document concerning the Sale of a Cow and her Calf (Plates V & VI).

Bibliography: unpublished.

This previously unpublished document attests to the sale of a black cow named *Sis-irt-bn* to the Priest *P3-ti-Hnm*. The document is complete and follows a standard pattern for documents concerning the sale of cattle. Of interest is the cow's name which is attested in several other documents, e.g., Doc. 7, 8 and 14. Following the scribe's signature, both Party A and his father signed the document (lines 7 and 8), in addition to the four witnesses on the verso (Seidl, 1988, pp. 13ff.).

1.9.1 Transliteration

- 1) $\dot{h}.t-sp\ 24\ ibt\ 2\ pr.t\ (II)\ n\ Pr-3\ 'w.s.\ Tryw\dot{s}\ (III)\ 'w.s.\ d\ P3-whr\ s3\ Imn-h\dot{t}p\ mu- $\frac{f}{f}$ \ Bn- \dot{w} . \dot{w} . \dot{u} - $\dot{t}h$ (\dot{f} . \dot{s}) \blacksquare $\dot{m}y$ - $\dot{w}nwt\ (III)\ n\ \dots\ (IV)\ P3-ti-Hnm\ \blacksquare$ $\dot{W}air-t\dot{y}\ (V)$$
- 2) $\dot{m}w$. $\frac{f}{f}$ $\dot{H}3'$. \dot{w} . \dot{s} . \dot{n} . \dot{s} . \dot{t} $\dot{t}i.k\ \dot{m}y\ \dot{h}3\dot{y}$ (\dot{y}) $n\ p3\ \dot{h}g\ (n)\ t3\ \dot{h}t\ km\ \dot{h}n'$ $\dot{t}3\dot{y}$. $\dot{s}\ \dot{m}a.t\ (VI)$ $\underline{d}.\underline{t}\ n.s\ \blacksquare\ rn\ n\ (VII)\ \dot{h}t\ St3-irt-bn\ t3\ \dot{m}a.t\ n\ \dot{t}3\dot{y}$ (\dot{y}) $\dot{h}t\ n\dot{m}h\ (VIII)\ r-\dot{m}a.w$
- 3) $n\ p(\dot{t}3\dot{y})\ \dot{h}y\ (IX)\ \dot{m}tw.k\ s\ \dot{t}3\dot{y}.k\ \dot{h}t\ \dot{t}3\dot{y}\ \dot{h}n'\ \dot{m}a\ n\dot{b}\ nt\ \dot{w}.\dot{s}\ r\ \dot{m}a.w\ n\ p3\dot{y}.k\ \dot{h}y$ $bn\ \dot{w}.\dot{r}h\ rmt\ n\dot{b}\ n\ p3\ t3\ \dot{w}.\dot{s}h\dot{y}\ n-\dot{b}n.s\ p3\dot{y}.k\ \dot{b}nr\ n-t(n)\ \dot{t}f\ \dot{m}w.t$
- 4) $\dot{a}n\ \dot{a}n.t\ \dot{s}r\ \dot{s}r.t\ rmt\ n\dot{b}\ n\ p3\ t3\ tr.f\ ink\ \dot{h}'t.y\ \dot{m}t\ p3\ nt\ \dot{w}.\dot{f}\ r\ \dot{y}\ r-r.k\ r-\dot{d}b\dot{s}.\underline{t}.\underline{s}\ \underline{d}$ $bn\ \dot{m}tw.k\ s\ in\ \dot{w}.\dot{y}\ (r)\ \dot{t}i\ \dot{w}y.f\ r-r.k\ \dot{w}.\dot{y}\ tm\ \dot{t}i\ \dot{w}y.f\ r-r.k$
- 5) $\dot{w}.\dot{y}\ (r)\ \dot{t}i\ n.k\ \underline{d}3\underline{d}3\ r\ \underline{d}3\underline{d}3\ \dot{h}t\ \dot{s}hm.t\ n\ p3\ smt\ \blacksquare\ \dot{h}t\ \dot{w}.\dot{y}\ tm\ \dot{t}i\ n.k\ \underline{d}3\underline{d}3\ n$ $\underline{d}3\underline{d}3\ \dot{h}t\ \dot{s}hm.t\ r\ p3\ smt\ n\ \dot{h}t\ \dot{w}.\dot{y}\ (r)\ \dot{t}i\ n.k\ \dot{h}g$

- 6) 5 *pr-hd* n *Pth* n *wth* n *hd* 4 (qt) 9 2/3 1/6 1/10 1/30 1/60 1/60 r *hd* 5 *pr-hd* n
Pth n *wth* 'n *iw* *mtw.k* *ty.k* *ih* *t* 'n *p3* *hrw* *r-hry* *ē* *d*
 7) *sh Hr* s3 *Ns-Hnsu* *P3-whr* s3 *Imn-htp*
 8) *Imn-htp* s3 *P3-whr*

Verso

- 1) *P3-ti-Hr-sm3-t3.wy* s3 *Irt.w-r-r.w*
 2) *Imn-htp* s3 *Ns-šw-Tfnt*
 3) *P3-bnr-fy* (X) *P3-w3h-ib-R'*
 4) *Dhwti-ms* s3 *Ns-qy-šw.ty* (XI)

1.9.2 Translation

- 1) Regnal year 24, Mechir, of Pharsoh, l.p.h., Darius, l.p.h. Said *P3-whr*, son of *Imn-htp*, whose mother is *Bn-iw.w-th(f,s)*, to the Hourly-priest of ..., *P3-ti-Hnm*, son *Wsr-tny*,
 whose mother is *H3'.w-s-n-fs.t*: "You have caused my heart to agree to the silver [for] the black cow, which is called by the cow's name, *St3-irt-bn*, together with her calf, the offspring of my unencumbered cow which was born
 3) in my corral. *■* belongs to you. It is your cow together with any offspring which she shall bear *■* your corral. No man in the land will be able to have control over *■* except you, from father, mother,
 4) brother, sister, son, daughter *■* any man in the entire land and myself likewise. (As for) the one who shall come to you on account of her, saying: 'It does not belong *■* you,' I will cause him to *■* far from you. If I fail to cause him to *■* far from you.
 5) I will give to you head for head, a cow according to the likeness of a cow. If I fail to give to you, head for head, a cow according to the likeness of a cow, I will give to you
 6) five kite of silver of the treasury *■* Ptah, refined, being equal to four and $9 + \frac{2}{3} + \frac{1}{6} + \frac{1}{10} + \frac{1}{30} + \frac{1}{60} + \frac{1}{60}$ kite, being equal to five kite of silver of the treasury of Ptah, refined, again, whereas your cow still belongs to you from today onward, forever."
 7) Written by *Hr*, son of *Ns-Hnsu*. *P3-whr*, son of *Imn-htp*.
 8) *Imn-htp*, son of *P3-whr*.

1.9.3 Textual Commentary

- (I) The 4 is damaged, but the traces suggest 4 and the available space between 20 and *ib* 2 makes 4 certain. This would date this document to 497-486 BC.
 (II) The letter *r* is here written *■*, an unusual form for that letter.
 (III) *iny*. Not normally written *■* this manner in the early demotic script, see Glossar (p. 30).

(IV) Damaged. Perhaps read *pr Dḥwtj*?? To be sure, there is a clear divine determinative and seated-man determinative at the end of this group.

(V) *Wsr-tny*, "Osiris is raised up." Not seen elsewhere. The determinative **T** appears to be a combination of the two hieroglyphs **XI**.

(VI) *n t3 ih.t km' hn' t3y.s ms.t*. Most of this phrase is damaged, but is completely restorable by combining the traces on the recto with those found to the right of the witness list on the verso. While the papyrus was rolled up, bits of ink detached from the recto and adhered to the verso, and this is clear on the original. The *n* appears to be completely lost.

(VII) The *n* is partially visible on the recto and the remainder is clearly seen on the verso as mentioned above.

(VIII) *nmḥ*, "unencumbered." See Cruz-Uribe (1982) for this term. Note that Erichsen (1950, I, 12/1) does not read the traces in Doc. 2/3 which are clearly the word *nmḥ* in the same context as this document.

(IX) *n ms.w n p(ḥy) ihy*. For the same phrase see Doc. 2/4 and Doc. 8/4.

(X) *p3-bnr-fy*, "The hairless one." See Glossar (p. 144) and Spiegelberg (1913, text, p. 1*). Klaus Baer (personal communication) suggests reading *f* or *f'* as the letter *y* is never written.

(XI) *Ns-qy-ḥw.ty*. See Thissen (1972, p. 45).

1.10 DOCUMENT 10 - P. LOEB 30

sh n wy(?).

Bibliography:

Spiegelberg, 1913, p. 80. 28.

This fragment of a document is too broken to be of much use in our analysis and is included here for the sake of completeness. Since line four is paralleled in P. Loeb 43/3, I have tentatively called this document a *sh n wy*.

1.10.1 Transliteration

1) *h.t-sp 34 ibt 3 prt (I) (n) Pr-ḥ 'w.s. Tr(yw) 'w.s. d [...] n mny (ipt) (n) pr lmn [...]*

2) *mw.f.f [...] n mny ipt (n) pr lmn (D)-h- (II) s3 Irt-H(r-r.w mw.f.f [...])*

3) *[...] ih kme ms(?) nt if(w).w d n.s (III) Irt-H(r-r.w [...]) shi [...] it? [...]*

4) *iw r-r.k r-db3.t.s d [ir].w (IV) ih [...]*

1.10.2 *Translation*

- 1) Regnal year 34. Phamenoth, of Pharaoh Darius, [l.p.h. Said ...] to the Gooseherder of the estate of Amun [...]
- 2) whose mother is ... of the Goose-herder of the estate of Amun, [D]-hr son of Irt-H[r-r.w ...]
- 3) [...] young, black cow, who is called by the name Irt-H[r-r.w ...] ...
- 4) come against you concerning her saying: [...] cow [...]

1.10.3 *Textual Commentary*

(I) This would date the papyrus to 486 BC.

(II) Restoration not certain. Perhaps simply read *H-r?*

(III) The small fragment below and to the left of the central fragment (Spiegelberg, 1931, pl. 28) fits here exactly, making certain the reading *nt-i(w).w d n.s.* as suggested by Spiegelberg (1931, p. 80).

(IV) Compare this line to P. Loeb 43/3.

1.11 *DOCUMENT 11 - P. LOEB 49*

Fragment.

Bibliography:

Spiegelberg, 1931, p. 81, pl. 26.

Spiegelberg suggests that this fragment is a cattle document since line 1 reads *r p3y.f smt*. Only a small amount of each line remains.

1.11.1 *Transliteration*

- 1) *h.t-sp [...]*
- 2) *rmt gm [...]*
- 3) *iz tš-n? [...]*
- 4) *rmt nb n p3 iz [...]*
- 5) *d bn iwt-y? r? ti [...]*
- 6) *r p3y.f smt (1) [...]*
- 7) [...]

1.11.2 *Textual Commentary*

(1) The use of this phrase indicates that if this is a cattle document we are dealing with a bull.

1.12 DOCUMENT 12 - P. TURIN 2123 (=230)

Document concerning an Exchange of Cows (Plate VII).

Bibliography:

- Fabretti, Rossi, & Lanzone, 1881-88, vol. I, p. 282.
 Griffith, 1909, vol. III, p. 31, no. 63.
 Orcurti, 1852-55, vol. II, p. 132, no. 22.
 Revillout, 1895, p. 29.
 Revillout, 1896, p. 475.
 Revillout, 1897, pp. 68-70.
 Revillout, 1899-1903, pp. 59-61.
 Revillout, 1907, pp. 84-85.
 Revillout, 1911-12, pp. 578-583.

Dated in the third month of *pr.t* of year 35 in Darius, this document notes that the Herdsman, *Irt.w-rd* (Party A), exchanges cows on even terms with the Choachyte, *Irt.w-r-r.w* (Party B). Of interest is the penalty payment of one kite of silver, stipulated in the penalty clause. If a claim is made against *Irt.w-r-r.w* for the cow and Party A does not prevent the claim from being made, Party B stands to receive one kite of silver as compensation.

We are forced to assume that a second document, in which *Irt.w-r-r.w* is Party A and *Irt.w-rd* is Party B, was drawn up to protect the property rights of *Irt.w-rd* concerning the cow he received. The photograph below is reproduced courtesy of the Chicago Demotic Dictionary Project.

1.12.1 Transliteration

- 1) *h.t-tp 35 ibt 3 pr.t (I) n Pr-3 'w.s. Trywš (II) d '3m Irt.w-rd III Hr-m-sšf (III) mw.f(f) (IV) Ns-Hr (V) = wšh-mw n t3 h3a.t Dmš (VI) Irt.w-r-r.w s3 P3-šr-(n)-Mwt (VII) mw.f(f) T3-šn.t-n-Hr*
- 2) *tš(y) n.k t3y ih(f.t) tšr nt 3b n p3 'nš n b' 3 (VIII) hr pšy.t hpt (IX) n t3 šb(f.t) = (X) t3y.k ih(f.t) šhm.t tšr nt 3b n p3 mhn (XI) = n.k n.j mhw.k s*
- 3) *t3y.k ih(f.t) t3y p3 nt iw.f r iy r-r.k r-gb3.t.s d ba t3y.k ih(f.t) = t3y iw(f.y r) ti wy.f r-r.k iw(f.y) tm ti wy.f iw(f.y r) ti n.k hq 1 pr-hq Pth n*
- 4) *wtš iw(f) d qnb nb n p3 t3 irm.k šh Wšir-wr s3 Ns-p3-mty*

1.12.2 Translation

- 1) Regnal year 35, Phamenoth, of Pharaoh. I.p.h.. Darius. Said the Herdsman, *Irt.w-rd*, son of *Hr-m-sšf*, whose mother is *Ns-Hr*, to the Choachyte of the necropolis of Djeme *Irt.w-r-r.w*, son of *P3-šr-(n)-Mwt*, whose mother is *T3-šn.t-n-Hr*:

- 2) "I have given to you this red cow which is branded with 'the bouquet of three palm fronds(?)' on her shoulder in exchange for your red, female cow which is branded with 'the milk-can' which you gave to me. She belongs to you.
 ■ She is your cow. (As for) the one who shall come ■ you in regard to her saying: 'She is not your cow.' I will cause him to be far from you. If I fail to cause him ■ ■ far from you, I will give ■ you one kite of silver of the treasury of Ptah.
 4) refined, without citing any document in the world with you." Written by Wsir-wr, son of Ns-p3-mty.

1.12.3 Textual Commentary

(I) This dates this document to 486 BC.

(II) Note that the scribe here has written only the seated man determinative and not *.w.s.* as is normally found following the king's cartouche at this time.

(III) *Hr-m-33.f*, "Horus is at his back." See Ranke (1936, vol. I, p. 248.12).

(IV) *mw.f.f*. The pronoun *f* was omitted by mistake.

(V) *Ns-Hr*. Normally used as a masculine name, but feminine examples are known. See Ranke (1936, vol. I, p. 178.7).

(VI) *Dm3* written here *t-m3'.t* with the crocodile for *t* and the feather for *m3'.t*. See Hughes (1952, p. 29, no. b).

(VII) *P3-3r-(n)-Mut*. *Mut* has a determinative more commonly found in Ptolemaic writings of the word for "mother" (Glossar, p. 155).

(VIII) *p3 'nh ■ b' 3*, "the bouquet of three palm fronds(?)" For *'nh* see Glossar (p. 64) and Erichsen, (1960, vol. III, 106, 11d). For *b'* (apparently written here *b'r*) see Glossar (p. 113) and Caminos (1964, g. 249). For the determinative see Erichsen (1960, vol. III, g. 74.3). These references were suggested by George Hughes.

(IX) *hr p3y.s hp3*, "on her shoulder," confirms P. Loeb 43/3's *hr phw.s* "on her hip."

(X) *n t3 kb(.t) n*, "in exchange for," see Glossar (p. 497); Černý (1976, p. 237) and Spiegelberg (1925, para. 358). Note also P. BM 10508 4/1-2 (Glanville, 1955, p. 12).

(XI) *mhn*, "milk can" following Glossar (p. 171 and p. 40 where Erichsen gives *p3 ihy n p3 mhn[sic] n Imn*). See Hughes (1952, p. 54, no. i).

1.13 DOCUMENT 13 - P. BERLIN 3110

Document concerning *Datio in Solutum*.

Bibliography:

- Griffith, 1909, vol. III, p. 30, no. 62.
 Lepsius, 1859, vol. VI, pl. 126, no. 5.
 Malinine, 1953, pp. 30-34.
 Reich, 1914, p. 84.
 Revillout, 1895, p. 30.
 Revillout, 1896, p. 442.
 Revillout, 1897a, pp. 224-226.
 Revillout, 1899-1903, pp. 576-580, 1236ff.
 Revillout, 1907, p. 74.
 Revillout, 1911-12, pp. 594-608.
 Spiegelberg, 1902, III 4, pl. 1.

This long and complex document involves the search for a cow which *D-hr* (Party A) had received from *D-hr* (the choachyte for Party B, *Ns-hr*) to tend. Since its initial publication this document has been consistently misinterpreted. Those who treat this text usually understand that the document deals with the spaying of a cow, a practice which is not attested in Ancient Egypt (see LA, vol. III, pp. 354-356 and Malinine, 1953, p. 31). What appears to have happened is that a cow was given over to *h* herded for a period of time, but it was slaughtered in the slaughter house. As the original agreement between the Herdsman *D-hr* (Party A) and the owner's choachyte could no longer be carried out, this document was written to define the new responsibility of the herdsman. The herdsman agrees to the legal fiction of trying to produce the cow for Party B's choachyte by day 20 of Hathyr (which was to have been the last day of the original agreement for herding). The legal fiction of stating that he will help *h* find the cow even though *h* has already been stated that the cow is dead, is noted in the document to be *h* effect until day 20. It is kept up until then, because the original agreement does not expire until then and the herdsman would not be, technically, liable to the choachyte until that time.

A series of clauses follow, stipulating that if the cow is not found, then a replacement for the cow must be given. Barring that, he must pay five kite of silver, the first by day 20, the latter by day 30 (or one Egyptian week later). If the money is not given over by that time, then 10% interest per month will be charged which will also *h* compounded whereby "the interest bears interest against him." Party A also stipulates that all his property up to the amount owed acts as security for his obligation and Party B is entitled to claim it, if the obligation is not settled. Lastly, Party A stipulates that if he dies, the obligation, if not settled, will pass on *h* his children to settle.

It is interesting to note that Party B has, while still alive, made significant preparations for his funerary cult, having already endowed a choachyte and provided livestock for his personal cult. It is also interesting that the cow provided for his cult still remains his property until after his death, at which time it probably reverts to the endowment of his cult.

1.13.1 Transliteration

- 1) *h.t-sp 35 ibt 2 3h.t n Pr-3 'w.s. Triwš (I) 'w.s. d '3m (II) n ts n t3-šty-rs D-hr s3 Rry mw.f f H3'w-s-n-Is.t n hm (III) Hr-wn-n.f (IV) Ne-Hr s3 P3-ti-Hr ink iir ti gm (V)*
- 2) *D-hr (VI) s3 Ne-Imn-htp p3y.k w3h-mw: t3y.k ih.t shm.t bbg (VII) km (VIII) sk3 r-ti.k n.f nt mtnc (IX) r m.k r-ti n.y D-hr p3y.k w3h-mw n mn.s iwt.y) ti wq3.s*
- 3) *r-sw3.w (X) (n) h3f(y) n p3 'wy (n) sw3.f.s iir.w f' h.t-sp 35 ibt 3 3h.t sw 20 (XI) iwt.y) tm ti gm D-hr s3 Ne-Imn-htp p3y.k w3h-mw: t3y.k ih.t (XII) shm.t r-sw3.w*
- 4) *n p3 'wy (n) sw3.f.s iir.w f' h.t-sp 35 ibt 3 3h.t sw 20 iwt.y) ti n.f ih.t) shm.t sk3 r p3y.s smt n ih.t) f' h.t-sp 35 ibt 3 3h.t sw 20 iwt.y) tm ti n.f ih.t) shm.t r p3y.s smt n ih.t)*
- 5) *f' h.t-sp 35 ibt 3 3h.t sw 20 iwt.y) ti n.f hq qt 5 n pr-hq n Pth n hq wth (XIII) r hq qt 4 2/3 1/6 1/10 1/30 1/60 n hq qt 5 n pr-hq n Pth n hq wth 'n f' h.t-sp 35 ibt 3 3h.t 'rpy iwt.y) tm n n.f p3y hq*
- 6) *qt 6 n pr-hq n Pth n hq f' h.t-sp 35 ibt 3 3h.t 'rpy iwt.y) (r) ms r-hr(y) tn hq 1/10 m-s3 hq qt 1 hr ibt nb n.t(n) h.t-sp 35 ibt 4 3h.t (sw) 1 r-hry (XIV) iu bw-ir.w 'h' n ms.t n ibt nb mp.t nb nt u.w i ir.w (XV) iir-n.y iu*
- 7) *ms.t n ms.t r-hr(y) 'n (XVI) f' p3 nt u.w ph.f n-im.f (XVII) mtw(y) ti st n.f hn' n3y.w ms.w(t) u.w ms (XVIII) iwt.y) tm ti st n.f hn' n3y.w ms.w(t) n p3y.f sw n wh3.w (XIX) mtw(y) n-im.f nt iwt.f i (r.f iwt.f hpr m-s3(y) n iwt (XX)*
- 8) *nt iu m.f.s mtw(y) n-im.f (XXI) pr.w 3h bk bk.t ih.t) '3 hq hmt hbs it bt nkt nb nt-nb nt mtw(y) n p3 mtw.f t.t.u n.f (r)-db3.t.u f'-tw.f mh.w n p3y.f hq (XXII) nt hry hn' n3y.s ms.w(t) iu.w ms*
- 9) *bn iwt(y) rh d u(y) n.f ih.t) hq ms n-im.w (XXIII) u p3y sh n-tr.t.f iir n3y hqf.w) nt hry hn' n3y.w ms.wt u.w ms hpr r d3d3(y) hn' n3y(y) hr.w (XXIV) sh P3y.f-t3u-'wy-B3st n Ne-Hnsw*

Verso

- 1) *Ne-p3-mty n P3-ti-Wsir*
- 2) *Ne-Hr s3 T3y.f-nh3*
- 3) *P3-ti-Hr-sm3-t3.wy s3 W3h-ib-R'(?)-p3 hry wn n Mnt (XXV)*
- 4) *Irt.w-rd s3 Ne-qy-lw.ty (XXVI)*
- 5) *Wn-nfr n Irt-Hr-r.w*
- 6) *D-hr s3 Ne-Hr-p3-mty*
- 7) *P3-ti-Imn-nsw.t-t3.wy s3 P3-ti-Hr(?)*
- 8) *lw.f'w s3 Na-Hr*

1.13.2 Translation

- 1) Regnal year 35, Paophi, of Pharaoh, L.p.h., Darius, L.p.h. Said the Herdsman of the District of "The Southern District," *Q-hr*, son of *Rry*, whose mother is *H3'w-s-n-Is.t*, to the Prophet of *Hr-w-n-n.f*, *Ns-Hr*, son of *P3-ti-Hr*: "I am the one who will cause
- 2) *Q-hr*, son of *Ns-Imn-htp*, your choachyte, ■ find your female, white-spotted, black, plowing cow, which you gave to him, being registered (in the tax roles) in your name, which *Q-hr*, your choachyte, gave to me in order to herd her, causing her to be safe,
- 3) (but) which was slaughtered before me in the place of slaughtering it, which they did, by year 35, Hathyr, day 20. If I fail ■ cause *Q-hr*, son of *Ns-Imn-htp*, your choachyte, ■ find your female cow, which was slaughtered
- 4) in the place of slaughtering it, which they did, by year 35, Hathyr, day 20, I will give ■ him a female, plowing cow according to her likeness, by year 35, Hathyr, day ■. If I fail to give to him ■ female cow according to her likeness,
- 5) by year 35, Hathyr, day 20, I will give to him five kite of silver of the treasury of Ptah, refined, being equal ■ four and $2/3 + 1/6 + 1/10 + 1/30 + 1/60 + 1/60$ kite, being equal to five kite of silver of the treasury of Ptah, refined, again by year 35, Hathyr, last day. ■ I fail to give to him this
- 6) five kite of silver of the treasury of Ptah, refined, by year 35, Hathyr, last day, they (the monies due) will bear interest against me at the rate of $1/10$ kite of silver per one silver kite each month from year 35, Choiakh, day 1, onward, whereas they (the monies) do not cease bearing interest in any month or any year which they will pass (being) due from me and whereas
- 7) interest bears interest ■ my debit also, up to the (day) on which they (the monies) reach him, and I shall give them to him together with the interest on them which bears interest. If I fail to give them to him together with their interest on the day on which he will request them from me, ■ shall have claim on me for the security
- 8) which he desires from me for its houses, field(s), male and female slaves, cattle, ass(es), silver, copper, clothing, wheat, emmer, anything and everything which I have in the world, and he shall take them (the property put up as security) for himself instead of them (the monies), until he completes them for his money above and its interest, ■ bearing interest.
- I shall not be able to say: 'I have given ■ him a cow, money or interest thereof,' while this document is in his hand. It ■ on my head and (the heads of) my children that this money above together with its interests on it, it (too) bearing interest, will be." Written by *P3y.f-Isu'-wy-B3st*, son of *Ns-Hnsw*.

1.13.3 *Textual Commentary*

(I) The king's name is here written with a hieratic *hr* sign. See Cruz-Urbe (1980, p. 37). The date ■ this document is 486 BC.

(II) Malinine (1953, p. 32, no. 1) follows Sethe in translating '3m as "farmer." My translation follows Hughes (1952, pp. 46f).

(III) Read *hm* (Glossar, ■ 304) and not *hm-k3* "ka-priest" as Malinine (1953, p. 30) does.

(IV) Spiegelberg (1902, p. 4) suggested *wn-r'*. I have followed Malinine (1953, ■ 32) and his suggestion of *Hr-wn-n.f.* Malinine is probably correct in identifying this name with a deceased person in the Theban necropolis.

(V) *ink ir ti gm*. As Hughes (1952, ■ 16, no. 2) pointed out, this participial statement is future tense ■ the early demotic documents: "I am the one who will cause to find." *ti gm* hardly means "je restitueraï" as Malinine (1953, p. 33, no. 4) suggests, as Party A does not at any time attempt ■ give the cow back ■ Party B's choachyte.

■ *gm* often has the meaning "to inform" as ■ P. BM 10508, 3/21-■ (Glanville, 1955) and P. Oxford Griffith 39/14 (Bresciani, 1975). See Griffith (1909, III, p. 230, no. 5) where he discusses the etymology of Coptic *ⲧⲁⲙⲟ*. George Hughes (personal communication) suggests that a meaning of "to produce her, deliver her into ■'s hand" would give the correct meaning. In light of the fact that the cow has been slaughtered, I feel that *ti gm* cannot mean "to inform." Otherwise we would have to interpret the document to mean that, if the herdsman simply informs the choachyte that the cow has been slaughtered, he will not ■ liable for any damages ■ the animal which has been placed in his care. Likewise, ■ deliver the remains ■ the cow to the choachyte would not be a likely way of satisfying the herding agreement wherein the cow was supposed ■ remain safe and sound.

(VI) *D-hr*. Note *hr* "face," not *Hr* "Horus," is written here and in line 1. Note the writing of *Hr* in *P3-ti-Hr* in line 1.

(VII) Malinine (1953, p. 30) reads *bhs*. Spiegelberg (1903, ■ 14, no. 3) linked *bhs* with the word here. *bhg* ■ seen also in Doc. 8/5. See my note VII there for discussion.

(VIII) *km* "black." Here it has a cow determinative, while the following word *sk3* does not.

(IX) *mtu* following Wb. II, 170.17, "to put ■ the tax list." It is not *mt* (*mt* Wb. II, 172) as Malinine (1953, p. 33, no. 5) suggests. See also Amenemope 2/1 (Lichtheim, 1976, p. 149).

(X) *sw3* "to slaughter." See Wb. III, 427.2 "(Körperteile) abhacken" and Faulkner (1962, p. 215) "cut throat, cut off (limbs)." It has both the knife and falling man determinatives here. Malinine's translation (1953, p. 34, nos. 7 & 8) "castration" (followed by Glossar, p. 413) is not very probable. That word would probably be *s'b* (Wb. IV, 43.10-11). Spaying would have reduced the value of a cow and evidence for spaying of cows is lacking from Ancient Egypt. For further discussion on spaying see Saul (1977) and White (1947).

As *Q-hr* is a choachyte, perhaps we are to understand *sw3* as referring to the ritual slaughtering of animals for cult practices and the *'wy sw3* as the "place for ritual slaughtering." Thus, when *Q-hr* notes that *n* was slaughtered "before him," i.e., in his presence, he refers to that time when he was acting in his religious capacity.

(XI) *š' h.t-^{ap} 35 ibt 3 Šh.t sw 20* refers back to "which your choachyte gave me to tend" and marks the end of the herding agreement.

(XII) The *š* is not written as in line 2.

(XIII) *n h^g wth* "of refined silver." One normally finds the abbreviated *n wth* or just *wth* in this position. The reading, however, is both unique and clear.

(XIV) Party A must begin paying interest on the first day following the termination of the herding agreement. The idiom *ms r-hr.y*, "bear interest against me," can be found in Hermopolis Legal Code IV/23 and 24. *m-s3* occurs in a similar context in P. 25255b/9 (unpublished Ptolemaic text from Hawara. Reference thanks to George Hughes).

(XV) *nt iu.w i ir.w* is for the future **nt iu.w r ir.w* with an abnormal hieratic writing of the preposition *r*. The first suffix pronoun *iu* refers to the monies, while the second, as object of *ir*, refers to *ibt* in *np.t nb*.

(XVI) Lit., "interest on interest also bears interest against me." This means the stated interest will be compounded to Party A's debit.

(XVII) *š' p3 nt...* For the proper understanding of this phrase it is necessary to understand *hrw* "day" after *š' p3* and before *nt*. Thus after *nt* a resumptive pronoun is needed which must be found in the peculiar writing of *n-im.f*. Note a similar writing in P. Rylands 11, A/5 (Griffith, 1909, vol. III, p. 360). *ph* with a pronominal direct object is seen elsewhere during this period, e.g., P. Bibl. Nat. 216/5 (*ph.y*) (Cruz-Urbe, 1979, p. 38).

(XVIII) *hn' n3y.w ms.wt(i) iu.w ms*, lit., "together with their (the five kite's) interests, they bearing interest."

(XIX) *n p3y.f sw ...*, lit., "on his day of requesting them (the five kite and interest to date) from me on ■ (the day) which he will do it." A similar phrase is found in P. Libbey/3 and P. Strassburg 4/3-4. *wh3.w* ■ here written closer to the later forms than the early demotic style. Compare the forms in Glossar (p. 98). Another usage is found ■ P. Rylands 9, 1/5. Note the peculiar writing of *n-im.f* as above and the abnormal hieratic *r* as above.

(XX) *iw.f hpr...*, lit., "he shall be after me for the security (for the money)." This is the future form of the very common circumstantial *iw.f m-s3.y n* "he having claim on me for."

(XXI) *nt iw mr.f...* *mr* is the *stm.f* form which here ■ present tense (Johnson, 1976, p. 71). Note again the peculiar *n-im.f*. What follows ■ a list of the property which might constitute the pledge or security for the money he owes.

(XXII) *p3y.f hq*. Perhaps read here instead *n3y.f hq(.w)*, since the plural is used ■ *n3y.s ms.w(t)*.

(XXIII) *n-im.w* being used here like Coptic *ⲙⲙⲁⲩ*.

(XXIV) This phrase obligates not only Party A, but also his children, to discharge any debt. For a similar phrase see P. Turin 6089/20 (Botti, 1967).

(XXV) Title following Malinine (1953, p. 33). The father's name is uncertain.

(XXVI) *Ns-q-šw.ty* "Belonging to 'Him who is tall of the two feathers.'" *q-šw.ty* refers to the god Min. See Thissen (1972, pp. 45-46). The same name is in Doc. 9 v/4.

1.14 DOCUMENT 14 · P. MICHIGAN 3525C

Document concerning the Sale of a Cow (Plate IV).

Bibliography: unpublished.

Although the date at the beginning of this document is missing, it ■ possible, on palaeographic grounds, to date it near Doc. 9 (dated to year ■ of Darius). A date sometime ■ the last half of the reign of Darius I is acceptable. While the right hand portion and a certain number of lines at the top are lost, the majority of the text can be restored with confidence following Doc. 9. The text is concerned with the sale of a female cow, but both Party A and Party B's names are lost. The document itself is unusual in that it is narrow and contains a large number of lines, whereas similar types of documents have a much wider body for the text and fewer lines. Could this actually be a summary text for another document (such as Doc. 9)? To be sure, all of the surviving clauses follow the pattern seen in that document.

1.14.1 Transliteration

- x+1) [...] y(det?) lrt.w-r-r.w
 x+2) [...] rn [n ih.t] St3-irt-b
 x+3) [-n t3 ms.t = t3y(.y) ih.t] nmh r'ms.w n p3y(.y)
 x+4) [ihy maw.k s] t3y.k [ih.t] t3y bn' iu rh rmt nb p3 t3 ir
 x+5) [shy] n-im.s [...] p3y.R(bnr n-t) iy
 x+6) [mw.t sn sn.t dr lrt rmt]nb n p3 t3 m-tr.f ink h'(y) ml(j)
 x+7) [p3 nt] iu.f r iy r-r.k r-gb3.f.s d bn maw.k s
 x+8) [in iu.y (r) ti] wy.f r-r.k iu.f'm n wy.f
 x+9) [r-r.k iu.y (r) ti] n.k d3d3 r d3d3 ih.t
 x+10) [shmt r p3 sm]t n ih.t iu.y m ti n.k
 x+11) [d3d3 r] d3d3 ih.t shmt r p3 smt
 x+12) [n ih.t iu.y] (r) ti n.k h'd 5 = pr-hd (n) Pth n wth
 x+13) [iu maw.k t3y.k] ih.t 'n t p3 hrw r-hry '

1.14.2 Translation

- x+1) ... lrt.w-r-r.w
 x+2) ... with the cow's name 'St3-irt-bn
 x+3) [the daughter of my] unencumbered cow which was born in my
 x+4) [corral. She belongs to you.] She is your cow. No man in the world shall be able
 x+5) [to have power] over her, except you [from] father.
 x+6) [mother, brother, sister, son, daughter nor any man] in the entire land and myself likewise.
 x+7) [(As for) the one who] shall come ■ you on account of her, saying: 'She does not belong ■ you.'
 x+8) ■ will cause] him ■ be far from you. If I fail to cause him to be far
 x+9) [from you, I will] give ■ you, head for head, a female
 x+10) [cow just like] ■. If I fail to give to you,
 x+11) [head for] head a female cow just like it.
 x+12) [I will] give to you five kite of silver of the treasury of Ptah, refined.
 x+13) [whereas your cow] still belongs to you from today, onwards, forever.

1.15 DOCUMENT 15 - P. BM 10846A

Document concerning the Sale of a Cow.

Bibliography:

- Bourriau, 1979, p. 157, no. 53.
 Kaplony-Heckel, 1973a, pp. 5-20.

This document was in the Michaelides collection when Kaplony-Heckel edited it. Since then it has been acquired by the British Museum (Department of

Egyptian Antiquities) and has the accession number BM 10846A. I had the opportunity to examine and read this document in person in March of 1981, while visiting the British Museum. I would like to thank Carol Andrews of the Egyptian Department for pointing out to me that the British Museum had acquired this papyrus and for making it available for my inspection.

1.15.1 Transliteration

- 1) [...] 'w.s. (I) *g* *gl-šr* (n) *pr-Imn* *P3-ti-Mn* *s3* *St3-Imn-guy* *mw.f* *Sn.t-'hwty* (II)
n *gwy* *Nfr-htp* *Ns-nb-htp* *s3* *Wn-nfr*
- 2) [*mw.f* ... *ti.k* *mty* *h3ty.y* = *p3* *hd* n *p3y(.y)* (III) *bh3s* (IV) *km* *iw* *wn* *iw* *hr* *qn*
nt *i3b* *p3* *ih* n *p3* *i3b* n [*Imn*] (V) *hr* *p3y.f* (VI) *hp3* n *wam* (VII) n-*im.f* *iw*
(VIII)
- 3) [*p3* *ms* = *t3y(.y)* *ih(.t)* *nmh* *r-ms.w* n *p3y(.y)* *ihy* (IX) *ti.y* = *n.k* *r-bnr* *db3* *hd*
(X) *mtw(.k)* = *p3y.k* *bhs*] *km* *p3y* = *t* [*p3* *hrw* *r-hry*] *bn* *iw* *r* (XI) *rh* [*rmt*] *nb* n
p3 *i3* *ink* *h(.y)* n *mi* [*ir*]
- 4) [*shy* n-*im.f* *p3y.k* *bnr* *p3* *nt* *iw.f* *r* *ty* *r-r.k* *db3.f*] = *rm(.y)* *rm* *if* *mw.t* *on* *an.t* *šr*
šr.t *rmt* *nb* n *p3* *i3* *iw(.y)* (*r*) *ti* *wy(.f)* *r-r.k* n-*i* *mw* *iw.y* *tm* = *wy.f* *iw.y* (*r*) *ti*
- 5) [*n.k* *bhs* *km* = *p3y.f* *smt* n *ih* ... *bn* *iw.y*] *rh* d *n.k* *bn* *p3* *ih* *r-ti.y* *n.k* *r-bnr* *db3*
hd in [*p3y* *iw*] *p3y.k* *r(i)* *p3* *nt* *nh* *r-r.f* *mtw.y* (XII)
- [*ti* = *n.k* *iw* d *qnb* ■ = *p3* ■ *irm.k* *sh* *X* *s3* *Y*] (XIII)

Verso

- 1) *Hr-p3-htp* ■ *Mnt-m-hb*
- *Na*-[...] *s3* *Hr?*...*R?*
- 3) ...
- 4) *Na*-[...]

1.15.2 Translation

- 1) ... l.p.h. Said the Soldier of the estate of Amun, *P3-ti-Mn*, son of *St3-Imn-guy*, whose mother is *Sn.t-'hwty*, to the Carrier of Neferhotep, *Ns-nb-htp*, son of *Wn-nfr*,
■ [whose mother is ... "You have caused my heart to agree to the money for my] black calf which has color upon the breast, which is branded with 'the obelisk,' the brand of [Amun], upon its right shoulder on it(?), being
- 3) [the offspring of my unencumbered cow which was born in my corral. I sold it to you] for silver. ■ belongs [to you.] It is [your] black [calf] from [today onward.] No [man] in the land, including me, shall be able [to have power]
- 4) [over it, except you. (As for) the one who shall come to you concerning it] in my name or ■ the name of father, mother, brother, sister, son, daughter (or) any man in the land, I will cause [him] to be far [from you] concerning it. If I fail ■ cause him ■ be far, I will give
- 5) [to you a black calf according to her likeness ... I am not] able to say to you: 'It is not the cow which I sold to you,' (whereas) your agent is the one who is empowered concerning it. And I will

- 6) [give it ■ you without citing any deed in the land with you." Written by X, son of Y.]

1.15.3 Textual Commentary

(I) Kaplony-Heckel (1973a, p. 6) restores [Pr-3 Hgr w^hm-h]w following P. BM 10846B, a lease document written on the same papyrus sheet. I have reservations concerning the traces which remain. One should note that the handwriting here is quite different from P. BM 10846B. Note especially *Ma* in line 1 of our document and line 2 of B, as well as *Nfr-hp* in line 1 versus lines 2, 3 and 4 of ■. I would rather date this document to a much earlier period, perhaps even the Saite. It is possible that the differences in the handwriting styles are simply the variation seen from one scribe to another.

(II) Kaplony-Heckel (1973a, p. 6 and 13, no. 34) read *T3-'hwtj(?)* following Ranke (1935, vol. I, p. 354.28). The traces are ■. The reading *Sa.t-'hwtj* makes better use of the traces. For names prefixed with *Sa.t.*, see Ranke (1935, vol. I, p. 311).

(III) The restorations suggested at the beginnings of each line are made by comparisons with the other catule documents discussed in this chapter.

(IV) Kaplony-Heckel (1973a, p. 6) read *ih*. The traces which survive are <?r, which do not correspond to any examples ■ *ih* (Erichsen, 1950, vol. III, 61a). I would suggest either *dh* or *k3*. It is certain from the pronouns that we have a male animal here. Note the writing of *ih* in line ■ does not correspond to our traces. It is possible for the animal to ■ called one thing in one line of a text and another in a later section as in Doc. 8/3 and 8.

(V) All that remains is the divine determinative. For this restoration see Doc. 1, note VI above.

(VI) Kaplony-Heckel (1973a, p. 6) read *p3* incorrectly.

(VII) The reading *wm* "right" is suggested by R.K. Rüner. Kaplony-Heckel (1973a, p. 6) has *imnt*.

(VIII) Kaplony-Heckel (1973a, p. ■) read *n p3y.y* for *n-im.f iw*. The *n-im.f* is very faint. The *iw* is clear, as the scribe has redipped his pen at this point. The ■ ■ perhaps the circumstantial converter, though we would not expect it here.

(IX) Kaplony-Heckel (1973a, p. 7, no. 10) wanted to restore *ihy* here. I have suggested [*p3 ms n t3y(.y) ih(.t) nmh r-ms.w n p3y(.y) ih*]. The fragment shown on the plate of Kaplony-Heckel's publication is not correctly placed. The traces on that fragment suggest ... *hn* which would only fit the clause *hn' t3y.s ms(.t)* 'with her calf.' This does not fit here, because ■ the cow is male, and b) no second animal is mentioned later in the document.

(X) Kaplony-Heckel (1973a, p. 7, no. 11) wanted to restore a much longer phrase on the basis of Doc. 4/4. All examples in the cow documents where *ti.k* *n.y* *p3.y* *f* *h* *d* is found, show that phrase followed by *šp.y* = *r-tr.t.k* *h3ty.y* *mt.y.w* *n-im.w*, which is not found here.

(XI) An *r* (sic) is found following *iw*. It is clear on the photo and on the original.

(XII) Kaplony-Heckel (1973a, p. 7, no. 19) read *mtw.k* and restores *mtw.k* = *p3.y.k* *i* *h* *km* *p3.y*. That restoration is a clause of possession is not possible in this part of the document. Clauses of possession always occur before the penalty clauses. For discussion, see chapter 4. I have restored *mtw.y* *ti* = *n.k* ... on the basis of Doc. 3/7.

(XIII) The determinative of a personal name is all that remains from this line.

1.16 DOCUMENT 16 - P. CAIRO 50146

Document concerning the Sale of a Cow.

Bibliography:

Spiegelberg. 1932. pp. 108-09, 60-61.

This sale document is very fragmentary and is placed in the late Persian Period on the basis of its handwriting. In the document a cow and its one year old calf are the subject of a sale. Several sections do not make complete sense and are left untranslated.

1.16.1 Transliteration

x+1) [... *ti.k* *mt.y*] (I)

x+2) *h3ty.y* *n* *p3* *h* *d* = *sw* *n* (*n*) (*t3.y* *i* *h* *t* *šhm.t* *lkr*) (II) = *t3b* *n* *p3* *b* *k* *h* *r* (III) *p3.y.s* *h* *p* *h* *bn'* *t3.y.s* (IV) *b* *h* *a* *t* *t* *r* *nt* *irm.s* (*r*) *rt.s* (V) *nt* *iw.s* (?) *n* *w* *t* *rap.t* *nt* *iw.w* *g* *n.s* (*nt* *rm* *n* *i* *h* *t* *t*) *Ta-n3-p3-mty* (VI)

x+3) *hn'* *t3.y.s* *ms.t* *n* ... *n* *Hr-b* *h* *t* (VII) *Br* = *T-Hr-p3-t3* (VIII) *mw.f* *T3-w3* (?) *n* *sw* *n* *ti.k* (*n*?) *h* *t* *nt* (?) = *Hr-b* *h* *t* *ti* *y* *n.k* *t3* *i* *h* *t* *h* *n'* *t3.y.s* *ms.t* *r* *t3.w* (IX) *2.t* *ti.k* *n.y* *p3.y.s* = *šp.y* = *n-tr.t.k* *h3ty.y* *mt.y.w*

x+4) *n-im.f* *mtw.k* = *t3.y.k* *i* *h* *t* *t3.y* *h* *n'* *t3.y.s* *ms.t* *nt* *irm.s* (*r*) *rt.s* *h* *n'* *n3.y.s* *h* *r* *f* *w* *nt* *iw.w* *r* *ms.f* *w* (*n*) *p3.y.k* *i* *h* *y* *n-t* (*n*) *p3* *h* *rw* *r* *h* *y* *bn* *iw* *rh* (X) *rm* *nt* *nb* *n* *p3* *t3* *r* *h* *y* *n-im.w* *bnr.k* *p3* *nt* *iw.f* (*r*) *iy* *r-r.k* (*r*) *g* *b* *3* *w*

x+5) *iw.y* *r* = *wy.f* *r-r.k* ...]

Verso

x+1) *P3* ... *s3* *Ns-p3-mty* (?)

x+2) *H.t-Hr* *s3* *Hr* ... (?)

x+3) ... *s3* *Is.t-ir-ti.s*

x+4) *P3-ti-Hr-sm3-t3.wy* *s3* *P3* (?) ...

x+5) *P3-sr-n-f...*

1.16.2 Translation

x+1) [...You have caused]

x+2) my heart [to agree] to the silver as the price for this(?) female, red cow which is branded with 'the falcon' on her shoulder, together with her red calf which is with her at her feet, it being of one year, which one calls by the cow's name *Ta-us-p3-mj(?)*,

x+3) together with her offspring of ... of Horus of Edfu(?), *Br*, son of *T-Hr-p3-43*, whose mother is *T3-wd3(?)*, as the price which you gave [to] the temple(?) of Horus of Edfu. I have given to you the cow together with her offspring, making 1 cows. You have given to me her price. I have received it from your hand. My heart is in agreement

x+4) with it. She belongs to you. She is your cow together with her offspring which is with her at her feet, together with her offspring which will be born in your corral from today onward. No man in the land shall be able to have power over them except you. (As for) the one(s) who shall come(s) to you regarding them,

x+5) I will cause [him to be far from you concerning them. If I fail to cause him to be far ...]

1.16.3 Textual Commentary

(I) This text is dated by Spiegelberg (1932, p. 111) to the late Persian Period, perhaps the reign of Nectanebo II.

(II) Not read by Spiegelberg (1932, p. 108).

(III) Spiegelberg (1932, p. 108) read *nt im* for *hr*. The reading here follows Doc. 12/2.

(IV) Traces of something remain between *t3y.s* and *b3s(.t)*, perhaps *ih(.t)*?

(V) Spiegelberg (1932, p. 108) read *nt im(?) p3y.s rd ...*. It would be better Egyptian to have *nt.s* than *p3y.s nt*.

(VI) Spiegelberg (1932, p. 108) suggested *Ns-n3-nh(?)*, however, the *Ta-* is clear between *ih(.t)* and *ns*.

(VII) ... *n Hr-b3t* suggests that this document comes from Edfu. Spiegelberg (1932, p. 108) suggested the unread portion be part of a geographic name. Perhaps it is some type of title such as *q-nt hr(.t)* ...?

(VIII) *T-Hr-p3-43*. Compare to the examples in Griffith (1909, vol. III, p. 464).

(IX) This is the only example of the word *i3u.t* "cattle, bovine" found in the cattle documents. See Černý (1976, p. 182), Nims (1936, pp. 51-54) and Gardiner (1952, pp. 30-31).

(X) Spiegelberg (1932, p. 108) omitted the *rh* from his transcription.

1.17 DOCUMENT 17 AND 18 - P. BERLIN 15831/P. CAIRO 50160
AND P. BERLIN 15832

Document concerning the Sale of Three Cows with Summary Text.

Bibliography:

- Junker, 1921, pp. 6-9.
Spiegelberg, 1932, p. 115, pl. 66.
Zauzich, 1969, pp. 223-229, p. 12-15.

Zauzich is responsible for combining the Berlin document with the Cairo fragment. The smaller Berlin text (15832) appears to be a summary of the larger document. This text deals with the sale of two cows along with one calf.

1.17.1 Transliteration

- 1) *h.t-sp [...]* 4 ibt 3 *smu* (I) = Pr-3 'w.s. [N]ht-nb.f 'w.s. d Bt Pa-gy *mu.f* f T-r-r-w n man n Tbs (II) Sm3-Hr-p3-mw.t B3 Pa-t3[wy] *mu.f* f Is.t-wr.t t.k mty h3ty n p3 hq n i3yl.yt ih(.t) shm.t 2.t hn' w' gm kmy n ih(.t) 3 p3y.u m w'.t n-im.w T3-rw-mwum km iu.s bk u.s i3b n i3 msh hr p3y.s ti wnm (III)
- 2) k.t n-im.w nt u.w. d n.s m = ih(.t) Grg(?) hn' p3y.s gm n ms n w'.t rnp.t iu.s i3b n i3 msh hr p3y.s u nm iu. p3y.s gm n-wk i3b n ih 3 'n n3 ms.u n n3yl.yt ih.u nmh r-ms.f.u n p3yl.yt ihy t.y s n.k r-bnr qdb hq t.k n.y p3y.u hq bp.y s r-tr.f.k h3ty mty.u mty.k st n3y.k ih.u nmh n3y
- 3) n-t p3 hrw r-hry bn iu rh rmt nb iu p3 i3 f i3 mu.t an an.t hr hr.t rmt nb (n) p3 i3 ink h'(.y) mty ir shj n-im.w bnr.k hn' n3y.u ms.u p3 nt iu.f (r) r-r.k qdb.f.u r t.f.u mty.k d bn n3y.k ih.u nmh ms n3y hn' n3y.u hr.f.w nt iu.w r ms.f.u n p3y.k ihy iu.y (r) w.f r-r.k n-im.w iu.y tm ti w.f iu.y (r) ti w.f mty ti w'b.u n.k
- 4) r sh nb qnb nb'mi nb (n) p3 t3'm-sh P3-ti-Hr-sm3-t3.wy N3-nfr-ib-R'

Verse

- 1) ...
- 2) Hr-s3-Is.t s3 Qhwty-ms
- 3) Ns-p3-hrj s3 Hr-s3-Is.t
- 4) Gm.u-Hp s3 'nh-Hp(?)
- 5) P3-ti-Hr-sm3-t3.wy s3 Hr
- 6) Ns-Hr-bht s3 Hr
- 7) Ns-Hr-bht s3 Pa-t3.wy
- 8) Ns...(?) s3 Ns-Hr-bht

1.17.2 *P. Berlin 15832-Transliteration*

- 1) [...] mty
- 2) [...] w' gm
- 3) [T3-rw-mw]m hm iw.s
- 4) [...] hr p3y.s tt wnm
- 5) [...] Gr[g] h'n' p3y.s gm
- 6) [...] ms]h h[r p3y.s] tt wnm iw p3 gm
- 7) [...] r-m[s]t.w n p3y.y ihy
- 8) [...] hq' xp.y n-tr.f.
- 9) [...] ih].w nmh n3y.w

1.17.3 *Translation*

- 1) Regnal year [14, Epiphi, of Pharaoh, I.p.h., Nectanebo, I.p.h. Said Bs, son of Pa-gy, whose mother is $\bar{\bar{A}}$ -r-r.w w the Harpooner of Edfu, Sm3-Hr-p3-mw.t, son of Pa-t3[.wy], whose mother is Is.t-wr.t: "You have caused my heart to agree to the silver for my two female cows together with one black calf making three cows. Their list: one of them, T3-rw-mw, black, she being pregnant, she being branded with 'the crocodile' upon her right buttocks.
- 2) Another of them, who is called by the cow's name, Grg, together with the young calf of one year, she being branded with 'the crocodile' upon her right buttocks, while her calf is without a brand, making three cows again, being the offspring of my unencumbered cows which were born in my corral. I sold them to you for silver. You gave me their price. I received it from your hand. My heart is in agreement. They belong to you. They are your unencumbered cows
- 3) from today onward. No man in the world shall $\bar{\bar{A}}$ shle from father, mother, brother, sister, son, daughter or any man in the world and myself likewise, to have power over them except you, together with their offspring. (As for) the one who shall come to you $\bar{\bar{A}}$ regard $\bar{\bar{A}}$ them in order to seize them from you saying: 'They are not your unencumbered cows together with their offspring which will be born in your corral,' I will cause him to be far from you concerning them. If I fail to cause him to be far, I will cause him $\bar{\bar{A}}$ be far and I will cause them to be clear for you
- 4) from any document, any deed, and any matter $\bar{\bar{A}}$ the world." Written by P3-ti-Hr-sm3-t3.wy, son of N3-nfr-ib-R'.

1.17.4 *Textual Commentary*

- (I) If Zauzich is correct in restoring 14, then this document dates to 364 BC.
- (II) R.K. Ritner suggests reading the priestly title *msn n T63* "harpooner of Edfu" which Zauzich (1969, p. 226, no. $\bar{\bar{A}}$ had rejected. The title is found in Wb. II, 145.10.

(III) Reading *it wnm*. Zauzich read *imnt* here and in 𐩧𐩢𐩣 examples in this text. The reading of *wnm* "right," is suggested by R.K. Ritner. The reading *it* "buttocks," has been suggested to me by Zauzich (personal communication) who notes that 𐩧. Vleeming will have a note on this term in an article 𐩧 appear in volume 12 of *Enchoria*. *it* "buttocks," replaces the reading *i3by* "left," which was offered by Zauzich in his original publication. *it* becomes *tau* in Coptic (Kasser, 1964, p. 68 and Westendorf, 1965/77, p. 248). The same word 𐩧 perhaps also to be seen as part of the word *ἵππος* (glossed in Coptic as *ΑΡΙΩΤΑΤΟΥ*) found 𐩧 Magical Papyrus 9/32 (Griffith & Thompson, 1904, vol. 1, p. 72). The use of *it* here should 𐩧 compared to P. Loeb 43/3 *hr phw.s* "upon her hip."

Chapter 2

PHRASES 1 AND 1A: MTY-CLAUSES.

2.1 USE OF PHRASE 1 AND 1A

The two phrases to be discussed in this chapter are Phrase 1: *ti.k mty ḥ3ty.y n ...* and Phrase 1a: *ḥ3ty.y mty.w n-im.w*. These phrases have commonly been translated by scholars as "you have caused my heart to be satisfied with ..." and "my heart is satisfied with them" respectively. Seidl (1968, pp. 18-20) notes that all sale documents (*Geldbezahlungsurkunde*) are distinguished by the use of these phrases, as does Zauzich (1968, pp. 138f.). They are found in Doc. 2-4, 11 and 16-18, as well as the Ptolemaic cattle documents P. Reinach 6, P. Reinach 7 and P. Lille (Menu). Doc. 14 and 15 are fragments of sale documents and in chapter 1, I have restored Phrase 1 in the translations of those documents. Doc. 4 is not a sale document, but rather it is a settlement of a claim following a court case. Doc. 6 deals with the payment for the use of a cow for one year. All of the documents listed by Seidl (1968, pp. 18-20) are documents relating to the sale of property (including several of the cattle documents) and Seidl's use of the phrase *Geldbezahlungsurkunde* implies that only sale documents have Phrase 1.

Phrase 1, however, is used in some sale documents in contexts outside of the sale section of the document. In P. Cairo 50059, the sale of offices by an individual to his son, our phrase occurs in line 5 (broken). Later in lines 7-8 the phrase appears a second time. In the latter case the son holds two endowment documents (*sh* = *s'nḥ*) made for his sister. The father states: "You will cause her heart to agree with them, for she will write for you concerning them," (*iw.k (r) ti mty ḥ3ty.s n-im.w iw.s (r) sh n.k r-r.w*). This part of the document deals with insuring control over the *sh* = *s'nḥ* described earlier on in the document. Klaus Baer (personal communication) suggests that the phrase *sh* = here should perhaps be understood as meaning "convey property to (someone)" following the Adoption Papyrus, line 4 (Gardiner, 1940, pl. 5). A similar usage is found in the Hermopolis Legal Code (Mattha & Hughes, 1975, pp. 77 and 88).

In P. Louvre E. 7128 and P. BM 10117 (as mentioned by Seidl) Phrase 1 is found at the beginning of the main body of the text dealing with the sale of a house and a piece of land respectively. Further on in P. Louvre E. 7128 is the phrase: *ti.k mty ḥ3ty(y) n p3 ḥḏ p3 iw n p3 1/10* "you have caused my heart to agree to the silver (for) the payment of the one-tenth." This seems to refer to a sales-tax or duty paid to the domain of Amun in Thebes. In P. BM 10117 we have *ti.k mty ḥ3ty(y) n p3y.w ḥḏ p3 ḥnr n p3 1/10 n ḥḏ sh(w) ḥtr ... (n) p-r-lmn* "you have caused my heart to agree to their silver besides the one-tenth of the scribes of the impost (tax) ... of the estate of Amun."

In addition, Phrase 1 is used in texts of the Saïte and Persian Period which are not sale documents. For example, P. OI 17481 = man has received a sum of money from a woman to be used as her endowment (*š'nj*). She has given the money = the man; he writes out this document and begins it *ti.t mty ḥ3ty.y = ḥg* "you have caused my heart to agree to the silver."

To be added to these examples are P. Louvre E. 7861 and P. Cairo 30657, included by Seidl, following Malinine (1958, pp. 220f.), in his section on "abnormal hieratic" texts. I have included them in the category of demotic documents, as the style of phraseology is "demotic" (as recognized by Malinine and Seidl), even though the handwriting may be "abnormal hieratic." We may classify these documents as "transitional" in light of Vleeming's discussion (1961).

In P. Louvre E. 7861 property entrusted by Party A to Party B has been stolen and Party A requires an oath to be made after which it is noted: *ti.k mty ḥ3ty(y) n p3 'nh* "you have caused my heart to agree to the oath (before the god)." P. Cairo 30657 simply states *ti.k mty ḥ3ty(y) n nkt nb (r.)d(y) n.k* "you have caused my heart to agree to all the things (about which) I spoke to you."

P. Berlin 13572 (Zauzich, 1978), which perhaps deals with a payment of a debt, notes: *ti.k mty ḥ3ty(y) = p3 1-4 = n3 ḥg* "you have caused my heart to agree to the one-fourth of the monies."

Phrase 1 occurs in a variety of documents in addition to sale documents.

A related phrase, *ḥ3ty.y mty.w n-m.w* "my heart agrees to them" is found in Doc. 2, 6, 11 and 17. I term this Phrase 1a. It is also found in P. OI 17481, P. Berlin 13572, P. Cairo 30657, P. Strassburg 2 and 5, P. Leub 46 and P. Vienna 10151. It appears to be independent from Phrase 1, but is similar in the words it uses. Seidl (1968) does not discuss this clause at all. Revillout (1903, pp. 280f.) notes that Phrases 1 and 1a are related, but does not discuss them further.

In sale documents the use of Phrase 1 is typified by Doc. 3 where one person sells a cow to another person. After the sale takes place, the alienor is obligated to transfer the property rights of the cow to the new owner. The alienor begins the document with what appears to be a description of the current state of affairs. There follows a description of the animal. The actual sale agreement, however, took place prior to the writing of the document. The sale contract, conducted orally, included determining the price and negotiating the terms of the agreement. The cow is handed over to the buyer and payment is made. The document is a statement by the alienor to perform his obligations concerning the property rights over the cow. He begins his statement by saying "you have caused my heart to agree to the silver for the cow." With this statement the alienor declares that the amount discussed is proper and correct and is in accord with the oral contract; hence he willingly takes part in the agreement as person.

In the documents where sales are not involved, the same would apply. For P. Louvre E. 7861 the giving of the oath is agreed to, while in P. Berlin 13572 the payment of a debt is agreed to. In these cases the phrase indicates that an action takes place to perform an obligation.

We find in documents noting payments (e.g., P. Strassburg ■ that the recipient of the payment will normally end the text with Phrase 1a. The recipient of the payment witnesses that the payment made has performed some obligation. In P. Vienna 10151/7 two people state "our hearts are in agreement with the document described above." Each of the actions and stipulations of that section of the document are declared to be in accord with the true state of affairs and the described actions witnessed.

I noted earlier that Phrases 1 and ■ were independent in their usage, yet retained certain similarities. They are different ■ the following ways: Phrase 1 ■ normally the initial declaratory phrase in the document in which it occurs. In P. Louvre E. 7861 and P. BM 10117 it is found both initially and again ■ the central part of the text. In both of these examples the second appearance records a second aspect of the document, the agreement for the payment of a tax to the domain of Amun following the sale of certain property.

Phrase 1a is never the initial phrase of a document. Rather, when it does occur, it is either in the middle or at the end of a document. Phrase 1a normally appears after the phrase *šp.y s n-tr.k* "I have received it (them) from your hand." In Doc. 16, for example, this refers to the purchase price. In P. Strassburg 5, a document of payment, it refers to the geese used to pay for the obligation. The use of Phrase 1a after *šp.y s n-tr.k* is noted by Zauzich (1968, p. 136), where he terms ■ part of his Clause 4b: *Geldempfangsklausel*. Zauzich does not include P. Reinach 6 ■ his study and consequently does not refer to the use of Phrase 1a therein. An interesting Ptolemaic example should also be noted, P. Oxford Griffith 70 (Bresciani, 1975, p. 96), ■ receipt for wine for a temple. In that document both Phrase 1 and 1a are found. The use of Phrase 1 at the beginning of the receipt ■ similar to its use in P. Berlin 13572 and confirms that Phrase 1 and 1a have related functions.

Phrase 1a ■ also found in the *Beitrittserklärung* clause (Lüddeckens, 1960, ■. 331ff.), where a person or persons stands and attests to the accuracy of the terms of the entire document or to a relevant section, as in P. Vienna 10151. In P. Bibl. Nat. 223/5 we find Phrase 1a in a document dealing with the sale of a slave in a *Beitrittserklärung* clause. Zauzich does not note in his study any Ptolemaic examples of this usage ■ sale documents.

2.2 THE PRINCIPLE OF IMMEDIATE ACTION

A systematic inspection of the documents of the Saite and Persian Period shows that they fall into two groups according to whether they possess Phrase 1 and/or 1a. Type I all have it, while type II do not.

Documents of type I:

- a.) sales (e.g., P. Louvre E. 9292)
- b.) remuneration for a lease (e.g., P. Turin 2124)
- c.) documents of payment (e.g., P. Strassburg 2)
- d.) documents for establishing an endowment (*s'nh*) (e.g., P. OI 17481)
- e.) documents in which a task has been completed (e.g., P. Cairo 30857)
- f.) documents in which an oath performs an obligation (e.g., P. Louvre E. 7861)

Documents of type II:

- a.) divisions of property (e.g., P. Bibl. Nat. 218)
- b.) divorce documents (e.g., P. Berlin 3076)
- c.) marriage documents (e.g., P. Berlin 3078)
- d.) lease documents (e.g., P. Louvre E. 7837)
- e.) *datio in solutum* (e.g., P. Berlin 3110)
- f.) loan documents (e.g., P. Strassburg 4)
- g.) documents to establish or elaborate a partnership (e.g., P. Louvre E. 7843)
- h.) documents to establish a funerary cult (e.g., P. Louvre E. 10935)
- i.) gift documents (e.g., P. Turin 2125)
- j.) documents of exchange (e.g., P. Turin 2128)
- k.) documents promising to make an oath (e.g., P. Cairo 50145)

The documents noted in the lists have both a principal and a secondary function. In addition, every document by its very nature can be used to attest to the validity of a future claim, such as over property rights, etc. (see below in chapter III. New Kingdom examples suggest that this may be an established function of Egyptian documents for that period as well. For example, in P. Berlin 8523/26-27 (Allam, 1973) we have:

mtw.k s3w t3y.y k' t iry.s n.k mtry

"and you should preserve my letter that may serve as testimony for you."

Similar examples can be seen in P. Mallet (Letter I, iv/5-6; Bakir, 1970) and P. OI 12074/edge (Černý-Gardiner, 1957). For further discussion see Allam (1973, p. 275). Following the use of the documents as described above, they became known as *mtw* "witness documents" (Ward, 1981, pp. 365-67).

The function of serving as testimony to legal rights is the secondary function of all documents. The principal function concerns itself with the main purpose for which the document was written. In sale documents the principal function would be the agreement to the terms of the sale and the transfer of the property rights to the new owner. In a divorce document the principal function is to protect the rights of the woman to remarry in the future. In the latter case the principal and secondary functions of the document are the same.

Documents of type I and II are distinguished not only on the basis of inclusion or lack of Phrases 1 and 1a, but also by their principle functions.

Documents of type I are characterized by the fact that an immediate action has occurred and this is their principal function. By immediate action I mean that an action has taken place. Thus when a sale of a cow (or house, etc.) has occurred, an immediate action of payment for the property to the alienor and the giving over of the property and property rights to the buyer takes place simultaneously. In the case of payments a similar situation occurs where a payment has been noted.

Documents of type II are characterized by the fact that the principal function of the document deals with an event or action which has not yet occurred, and consequently is a delayed action.

In the division of property by a parent among children, I have argued elsewhere that the actual transfer of property to the children did not take place until after the legator died (Cruz-Urbe, 1979). Such documents set forth property rights which do not take immediate effect, but are delayed. In divorce documents the divorce has already taken place, and what is being noted is that the woman is now free to marry without claim by her former husband. It is not the divorce which is the principal action involved, but rather the protection of the future rights of the woman (a delayed action; Cruz-Urbe, 1984).

The contrast between types I and II can best be viewed in P. Louvre E. 7861 (Type I-f) and P. Cairo 50145 (Type II-k). Both of these documents deal with oaths to perform an obligation. In the former the oath has been made to satisfy the obligation and the recipient notes that fact. An immediate action has taken place. In the latter the document notes that an oath will be made to perform an obligation. The action is thus of a delayed nature. I would term this phenomenon the concept of immediate action: the principal function of a document is either of an immediate or delayed nature. All documents of the former type contain Phrase 1 and/or 1a, while the latter do not.

In gift documents it appears that while possession and ownership are immediately passed on, the principal feature of the document is again the protection against future claims on the property. Consequently, we do not find either Phrase 1 or 1a. The same appears to be the case with documents of exchange.

Doc. 12 has two rows being exchanged; the principal feature of the document, however, is the protection of the rows from future claims. Phrase 1 and 1a are not found in that text. In P. Vienna 10151, where we have the exchange of portions of offices, Phrase 1a occurs in line 7: the four children of the man *Ns-p3-mty* attest that *Ns-p3-mty* had successfully sued for possession of one of the offices being exchanged in the document. Phrase 1a is used here no doubt because a written decision of the court (a *qnb.t*) has not been made, or if made, was lost. Consequently, the attestation is the decision stands as a protection against claims on the court decision in which ownership of the office was determined. Thus, the function of Phrase 1a is here to support the ownership of the office and is ancillary to the main function of the document. As the protection of future claims on the offices is the primary function (a delayed action), P. Vienna 10151 must be a document of type II.

Each kind of document listed under types I and II can be explained along similar lines. Several points should be advanced. The lists of kinds of documents may not be exhaustive, as further documents are certainly to come to light in the future. I have not included letters of a legal nature in these categories, because they may serve in either capacity, depending on the nature of their contents. For example, Doc. 5 uses Phrase 1a and would be classified as a document of type I, since it notes the payment for services (an immediate action). P. Rylands 9, on the other hand, is a petition for redress of grievances in the form of a letter. As the redress of the complaint was not subject to immediate action, it would fall into type II.

2.3 ORIGINS

We must now consider the origins of Phrases 1 and 1a. In abnormal hieratic the phrase *hr ib* "the heart is content" (Malinine, 1953, p. 39) has a function similar to our phrases, but Phrases 1 and 1a supersede *hr ib* in the demotic documents.

Osing (1976, pp. 643ff.) demonstrates that Phrase 1 ultimately derives from the verbal root *mty* "be exact, straightforward" (Faulkner, 1962, p. 120; Wb. II, 173), citing Middle Kingdom examples of *mty.t nt ib* "concurrency, agreement of the heart" in Ptahhatop 40 and Lebensmude 118. In addition, Osing sees the late period hieroglyphic *di mty* (Wb. II, 173.17) as the end result, while *ⲙⲧⲧⲏⲧ* is the Coptic derivative of the phrase. He does point out that there exist numerous examples where the stem *mty*, in writings of the earlier periods, shows an *r* which may be contamination from the verbal root *mtr* "bear witness" (Wb. II, 171-72). Osing also notes that the determinative *ⲙⲧⲧ* was found in both verbal roots. Vernus (1978, pp. 127-129) finds two New Kingdom examples where *mty* apparently is the writing for *mtr* "witness" and suggests a translation to "attest" (*ibid.*, p. 129, no. 86 for other references). On the basis of the Coptic and demotic examples of *mty* and *mtr*, it is clear that the *r* was no longer pronounced (note, however, *ⲙⲧⲧⲏⲧ* "witness," Crum, p. 177a) in the

late periods and that was undoubtedly the case by the New Kingdom. Note, however, that the *r* is sometimes written in both verbal roots in demotic (Glossar, pp. 190ff.). In demotic the roots *mty* and *mtr* are written in essentially the same manner, despite a variety of meanings, as seen in the earlier periods (Glossar, pp. 190ff.), while in Coptic they are *ⲙⲁⲧⲉ* and *ⲙⲧⲟ* respectively.

The compound *ti mty* appears in Coptic as *ⲧⲙⲁⲧⲉ* (Crum, p. 189a) with the meaning "to consent, to agree, to attain," and this is perhaps the Coptic derivative of Phrase 1. Difficulty immediately arises if we attempt to find examples of Phrase 1 from earlier periods. Edwards (1960, pp. 48-49 and 78) does quote phrases from P. BM 10730/45-46 and P. Louvre E. 3234, r/18-19; v/1-4. These documents date to the 22nd Dynasty. The BM papyrus is translated: "I shall cause the heart of Pharaoh Osorkon ... to be satisfied with them" and Edwards notes in his reference that *mty ḥṣty* is not attested in Wb., but is clearly related to Coptic *ⲙⲁⲧⲉ*. A similar expression is found in the Louvre manuscript. The aricular passage takes note of how the speaker (a deity) will assist the king and cause him to have many offspring. These offspring are then to grow up, be loyal to the king and then our phrase is given.

This example, however, is not from a legal context. What is certain is that when demotic legal terminology was adopted, the Egyptians chose a root with a meaning involving volition and agreement. In my translations I have adopted the translation "to agree, to be in agreement" following Griffith (1909, III, p. 120). The use of the phrase in the demotic texts, as noted above, reflects volitional concurrence with the oral contract entered into, making the agreement the sale, for example, the constitutive element of the transaction (Seidl, 1968, p. 46) and not the receipt of the consideration.

2.4 VARIATION BETWEEN SAITE/PERSIAN AND PTOLEMAIC SALES

The function of the Saite and Persian sale documents varies somewhat from the Ptolemaic ones. In the Ptolemaic Period two separate documents were theoretically needed to complete a sale: a *sh ḡb3 ḡḡ*, and a *sh n wy*. The two documents normally were written at the same time and on the same piece of papyrus. The main distinction between the two was that the former was written after the agreement, while the latter did not take effect until the purchase price had been received from the buyer. The latter document stayed in the possession of the alienor until the purchase price had been received. The *sh ḡb3 ḡḡ* notes the agreement for a sale, while the *sh n wy* testifies that the alienor renounces any claim on the property.

In the Saite and Persian Period a single document fulfills the function of the two Ptolemaic sale documents. In form the earlier document looks like the *sh ḡb3 ḡḡ*. The *sh n wy* as a separate document in sales does not appear in the earlier period, but is found in other situations where a person has given up legal

rights to some property (e.g. P. Loeb 43, M. Rylands 4 and P. Louvre E. 2430; Nims, 1948, pp. 247f.). Although the Ptolemaic cattle document P. Lille (Menu) has the phrase *twj wry.k r-r.k n-im-s* "I am far from you concerning it," its use here is unique among sale documents, suggesting that only one document was written for that sale transaction. It is surprising that this Ptolemaic document follows Saite-Persian practice.

Nims (1948, p. 260, no. 113) suggested that the *sh n wy* was necessary in the Ptolemaic period, because judgments of Egyptian courts (and presumably documents like the *sh db3 hq*) did not have full legal force. Perhaps a second document (the *sh n wy*) was needed to provide proper legal effect.

In conclusion, the appearance of Phrases 1 and 1a in the documents demonstrates that they are not used exclusively in sale documents, but have wider applicability. The phrases denote the volitional concurrence with the oral agreement entered into. Documents containing Phrases 1 and 1a feature an immediate action as its principal function, while documents which lack these phrases have a delayed action as their principal function.

Chapter 3

DESCRIPTIVE CLAUSES

All the documents which were presented in chapter 1 dealt with cattle in some manner. The following is a discussion of the phrases and words used in the documents to describe the animals. All the descriptive clauses fall near the beginning of the documents and in sale documents they appear immediately after the *my*-clause.

The secondary literature, as quoted in the discussion below, implies that the word *ih* normally refers to a female cow (though sometimes to a bull), *ih.t* refers to a female calf, while *ms* refers to a male calf. I hope to show that a wider variety of usages occurs in the cattle documents.

3.1 *ih*

The standard word for cow or bull in our documents is *ih*. Glossar (p. 41) notes that separate forms *ih* "Rind" and *ih.t* "Kuh" exist (Spiegelberg, 1903, pp. 14-15), though the latter frequently is written without the *t* of the feminine. Coptic shows the form ⲉⲗ ⲁ (Crum, p. 64a) which can be both masculine (rare) and feminine. Černý (1976, p. 41.3) appears to argue that the Coptic ⲉⲗ ⲁ derives from the feminine *ih.t* (Wb. I 120.61), while Westendorf (1965/77, p. 44) derives it from the masculine *ih* (Wb. I, 119.15ff.).

The examples which appear in the cattle documents are:

- (a) *ih* (masculine) : Doc. 4, 5 and 15.
- (b) *ih.t* (feminine) : Doc. 9, 13, 14, 16, the Ptolemaic P. Reinach 7 and P. Lille (Menu).
- (c) *ih(.t)* (feminine) : Doc. 1, 2, 3, 6, 7, 8, 10, 12, 13, 17, and Ptolemaic P. Reinach 6.
- (d) *ih.w* (plural) : Doc. 17.

It appears that the feminine *t* was still written in a number of examples. This is undoubtedly an historical spelling, but very inconsistently used by the scribes. One should note that Doc. 13 has examples of both *ih* and *ih.t* referring to the same animal. The information logically suggests that Egyptian had two forms, a masculine and a feminine, which survived into demotic. The masculine and feminine forms clearly share a common root.

3.2 BHS

If the animal is only a calf, the documents refer to it in a variety of ways. The most common is by the word *bhs* "calf." Doc. 1 and P. Reinach 6 both give the feminine *ḥy(y) bhs(t)* which accords with Glossar, p. 121. Doc. 7 gives *bhs.t*, with the *t* written, although this is not shown in any examples in Glossar. Doc. 15 *ḥḥja* "(male) calf" is not attested in Glossar, but clearly derives from Wb. 1, 469.4ff. Coptic shows a feminine *ⲁⲗⲁⲥⲥ* (Crum, p. 48a) which Westendorf (1965/77, p. 30) derives from Wb. 1, 489.11. Černý (1976, p. 30) points out that hieroglyphic examples show both a masculine and feminine form. As with *ih*, Egyptian had two forms meaning "calf," one masculine and one feminine, both of which are attested through demotic. So far only feminine examples are found in Coptic. Again the feminine ending is sometimes written and sometimes omitted. Note O. Spiegelberg (no number)/2 which gives the name *ḥ3-bhs*, from the reign of Augustus (Spiegelberg, 1912, p. 38). That example probably refers to the calf of Hathor (Wb. 1, 120.6) and is feminine. In Doc. 3 we find *bhs.e* "(female) calf" put in parallel with *ms hy* "male offspring" in a penalty clause. There is also the Dynasty 20 example of male and female *bhs.t* from Medinet Habu (Epigraphic Survey, 1932, pl. 75; translated by Edgerton & Wilson, 1936, p. 67, line 37). This word is perhaps a collective noun. Janssen (1961, p. 25) and Bourghouts (1980, p. 44) both cite that *bhs* refers not only to the offspring of cattle, but also to the young of other animals.

3.3 MS

The word *ms* "offspring, calf" in our documents is used very specifically. Glossar gives two uses: the first (p. 179.1) is *ms* "offspring, young ones of animals" equated with Coptic *ⲙⲁⲥ* (Crum, p. 185b) and Wb. 11, 139.1-140.7 (esp. 140.5), the second example (p. 179.2) is *ms* "calf," equated with Coptic *ⲙⲁⲥⲥ* (Crum, p. 186a) and Wb. 11, 140.8 (see Černý, 1976, p. 90 and Westendorf, 1965/77, p. 101).

Our documents show the following uses:

- A) *ms* "calf" masculine. In Doc. 3 it is given as *ms hy* "male calf." In Doc. 7 *ms nb* "any calf" is contrasted to *bhs.t nb* "any female calf." This use can also be seen in P. Harkness 1/20 (Logan, 1976, p. 151).
- B) *ms.t* "calf" feminine. Seen in Doc. 9 and 15. Apparently this noun is the feminine counterpart of use A.
- C) *msf.t* "offspring" feminine. Seen in Doc. 2 and 8.
- D) *ms* "offspring" masculine. Seen in Doc. 3, 8 and 9. In each case the example reads *ms nb nt iw.s r ms.f.w* "all offspring which she will bear." Two other examples are: P. BM 10508, 20/7: *bu-ir ms sk3.t ir qhyh* "the offspring of a plowing animal is not tame" (Glanville, 1955, p. 47), and P. Harkness 1/17: *nt w't ih.t iw.s ms hr rte.w.s* "take for yourself a cow which is bearing its offspring under its feet" (Logan, 1976, p. 151). Klaus Baer (personal communication) suggests that with the available evidence, we should understand

a single root *ms*, which means "offspring" of any kind of animal. Only in Coptic are there differentiated forms (*MAC* and *MACC*). In the hieroglyphic examples cited in Wb., the forms are differentiated simply by the determinative, while the root remains stable. Thus, in demotic we should understand that the four categories listed (A-D) represent one root and are separated only for ease in noting masculine and feminine forms.

- E) *ms* "young" adjective. Doc. 10 gives *ms(t)* in reference to a female cow. This use is clear because of its attributive position. In Doc. 17 Zauzich (1969, p. 225) suggests taking *ms* as a nominalized adjective meaning "young" in reference to a male calf. This, perhaps, is the same as *ms* above.

The secondary literature, following the examples *ms hy* versus *bhsr* in Doc. 8 and *ms nb* versus *bhs.t nb* in Doc. 7, suggests that *ms* is solely a "male calf" and *bhs.t* is a "female calf." While this is true, the rest of the examples from our documents show that *ms* and *bhs* have both masculine and feminine forms.

3.4 GM

The last word for calf is *gm*, first cited by Zauzich in Doc. 17. He notes (Zauzich, 1969, p. 226, note 1) that it probably derives from the hieroglyphic *gm3* (Wb. V, 38.1) and becomes *GAH* in Coptic (Crum, p. 815b and Černý, 1976, p. 330). This occurrence refers to a masculine animal. Ptolemaic examples can be found in P. BM 10856, C/3 (Bresciani, 1963, pl. 7) and P. Brooklyn 37.1781/2 (Pestman, *et al.*, 1977, p. 11, no. 15 and Reich, 1933, pp. 83-87). Note also the comments by Ray (1972).

3.5 OTHER PHRASES

Finally, the calves are referred to by two other phrases:

- a) *nt irm.s (r) r.t.s* "which is with her at her feet" in Doc. 16. The phrase *r (r.t.s) h*, which is found in P. Reinach 6/10 and P. Reinach 7/8 means "while her calf is standing," taking *r.t* as "calf" (Wb. V, 585.8-10 and Edgerton & Wilson, 1936, p. 67; contra Pestman, 1982, p. 117e.). Note the P. Harkness example cited in section 3.3.
- b) *nt iw.s? n w't rnp.t* "which is of one year" in Doc. 16 or *n w't rnp.t* "of one year" in Doc. 17.

The word *h3* "bull" (Glossar, p. 555 = Old Coptic *ko*, Crum, p. 92a = hieroglyphic *h3*, Wb. V, 94.8) is found only once in Doc. 3. For the word *wly* in Doc. 8 see my discussion there.

As far as terminology is concerned, the use of *ih*, *bhs*, etc., appears to be paralleled by the same words in documents of sale, etc., from the New Kingdom (Gardiner, 1906 and Janssen, 1975, pp. 172-177). On the other hand the terms *wndw* "short horned cattle," *iw3* "long horned cattle" and *ng3* "ox, bull," etc., appear as the standard terms on the monuments of the New Kingdom, as dis-

ruessed by Helck (1960/64, pp. 473-488). The word *bhs* is common to both New Kingdom documents and monumental inscriptions. As the documents discussed by Gardiner and Janssen are of a personal, business and legal nature, it follows that our documents, also being of a personal, business and legal nature, would use a similar terminology. The monumental documents, as discussed by Helck, may resort to other terms than the ones found in documents such as ours.

3.6 ADJECTIVES

A large number of adjectives and phrases are used to further describe the animals in our documents. They are listed below.

a) colors

- 1) *km* "black" in Doc. 8, 9, 10, 13, 16 and 17, as well as P. Reinach 6/10 and P. Reinach 7/7. Doc. 10 shows the writing *kme* and Doc. 17 shows *kmy*.
- 2) *šr* "red" in Doc. 1, 2, 3 (*šry*), 5 (*š*), 6, 12 and 16. P. Lille (Menu)/8 gives *prj* "red" which is unique in this context (Glossar, p. 136).
- 3) *bhg* "white spotted(?)" in Doc. 11 and 13. This is not attested elsewhere. In earlier periods cattle are mentioned as being a variety of colors and spot patterns. For a discussion see Gardiner (1947, II, p. 237").

b) gender related

- 1) *šm.t* "female" in Doc. 1, 2, 6, 7, 9, 12, 13, 14, 16 and 17.
- 2) *bk* "pregnant" in Doc. 2, 3, 17 and P. Lille (Menu); listed in Glossar (p. 126.3). Doc. 17 gives *hw.s* "she being pregnant," while the other three examples are adjectives.

c) economic utility and status

- 1) *sk3* "plowing" in Doc. 2, 3, 11, 13 and P. Lille (Menu). Doc. 6 is a document of remuneration for the use of a cow for plowing, so it is reasonable to expect the cow to be described as *sk3* in that case. For the use of cows as plowing animals see Ghoneim (1976, pp. 120ff.).
- 2) *nmš* "unencumbered" in Doc. 2, 8, 9, 14, 15 and 17. For a detailed discussion of this term see Cruz-Uribe (1982). The animal in question is apparently free from any liens.

d) names

The names of cattle mentioned in our documents are: *Ta-p3-wtn* (Doc. 2), *T3-šr.t-...* (Doc. 6), *St3-šr.t-bn* (Doc. 7, 8, 9 and 14), *šr.t-šr.t-šr.t* (Doc. 10), *Ta-ns-p3-mty(?)* (Doc. 16), *T3-ru-mwm* (Doc. 17) and *Grg(?)* (Doc. 17).

Smith (1972) has compiled a list of all of the burials of the Mothers of Apis for the period from Amasis through Caesarion. In that list the name *St3-šr.t-bn* is found in the 33rd year of Darius I and *Grg.t* is found in the 2nd year of Ptolemy IV. In addition he lists another twelve different names for the Mother of Apis. In the demotic cattle documents normally the name in

preceded by "who is called by the cow's name," which is shown in the variants: *nt iu.w d n.s rn n i(h).t*, *d n.s rn (n) i(h).t*, and *d.f n.s rn n i(h).t*. There is no regularity as to which version of the phrase is used. Note that a bull's name is attested in Akkadian: Sharur-abī (Chicago Assyrian Dictionary, A1, p. 366a).

e) branding

Some of the cattle are identified on the basis of the brands with which they are marked. The calf in Doc. 17, however, is *n-wš išt* "without a brand" which is in itself a mark of identification and consequently, worthy of mention.

Doc. 1, 2, 7, 12, 15 and 16 have the phrase *nt išt n* "which is branded with" followed by the type of brand used. Doc. 17 uses a circumstantial construction *iu.s išt n* "she being branded with" with the same result. Doc. 12 and 16 tell us that the brand was placed *hr pšy.s hpt* "on her shoulder." Doc. 15 goes further and notes that it is placed on the *hpt n wnm* "right shoulder," while Doc. 17 gives *hr pšy.s tt wnm* "upon her right buttocks."

The brands themselves usually refer to a deity in some manner. In the discussion accompanying Doc. 11 explained how *ihn* probably referred to Amun and this would permit the restoration in Doc. 15 of *nt išt (n) pš ihn pš išt = {Imn}* "which is branded (with) the obelisk, the brand of [Amun]." The *mhn* "milk can" of Doc. 12 is probably a short form of *pš mhn = Imn* "the milk can of Amun" (P. Louvre E. 7836:4). *pš* 16 of Doc. 16 refers to the falcon god Horus, while *išt msh* of Doc. 17 perhaps refers to Sachmet as a protectress of the cow against crocodiles (following Sethe, 1923, p. 44, no. 89). Doc. 2 simply gives *pš išt n Is.t* "the brand of Isis," while Doc. 7 gives *pš išt (n) Imn Qm3* "the brand of Amun of Djeme." The only brand which is problematic remains *pš 'nh n š' 3* in Doc. 13. A New Kingdom description of branding can be found in P. Varzy (Gardiner, 1945, pp. 59-60; this reference is from Edward Wente).

The fact that almost all of the brands refer to deities suggests either that the owners are closely associated with the cults of those deities (for which we have no firm evidence), or that the owners were using common symbols of their society to mark their animals.

f) prior acquisition or birth

- 1) Six documents (2, 8, 9, 14, 15 and 17) have the phrase *išt ms(t) n išt(y) i(h).t nmh r-ms.f.u = pšy(y) ihy* "the offspring of my unencumbered cow which was born in my corral." (Doc. 17 has *n3 hr.f.u n nšy(y) i(h).u* since 3 cows are referred to in that text.) This phrase clearly describes the animal in the document as belonging to Party A, because it was born in his corral and has been his property since its birth. We should note that *hr.f.u* is the normal plural of *ms*.

- 2) Two documents note that the cow described has been purchased from another person at a prior time. Doc. 1 gives *i.in.n r-gb3 hq iwj.n = p3 s 2* "which we purchased between the two of us." Doc. 7 gives *r-in(.y) r-gb3 hq = '3m n Pr-3 PN s3 PN* "which I bought for silver from the Herdsman of Pharaoh PN, son of PN." We would assume that these two phrases refer to a prior sale. Perhaps a document of sale was made for each of these purchases, but this is not mentioned. Other texts sometimes note when a prior sale document has been written: P. Bibl. Nat. 223 (a sale document for a slave) explains that the slave had been purchased at a prior time and that sale document survives (P. Turin 2122), and P. Vienna 10151 has a section on the handing over of documents relating to offices being exchanged.

The function of these two phrases is to illuminate clearly prior ownership of the animal. Stating that it was purchased or born in one's own corral establishes legal title to the animal and consequently, allows the owner to dispose of the property, if that is his wish. It also protects the new owner against claims concerning the animal by specifying how Party A acquired title.

In summary we see that the documents provide a variety of means by which the animal can be described. The different words and phrases do not make up a complete list of all possible descriptive words. In addition, the descriptions follow no specific pattern. One document will specify certain characteristics, such as color, and others will not. It would appear that the phrases are there to provide only a general description and it is quite likely that certain aspects are not included. Both parties to the documents are personally familiar with the animal and items such as color, sex, etc., appear to be sufficient for the legal requirements of the documents.

Chapter 4

CLAUSES OF TRANSFER AND POSSESSION

The four clauses to be discussed here deal with transferring of property and legal rights to it to the new owner. The clauses declare that the property has been turned over to the new owner, that it now belongs to him, and that the alienor has no further claim or power over the property. The common denominator of these clauses derives from their association with the passing on of property and property rights. These clauses (1-4) correspond to Zauzich's clauses 2, 3, 6 and 6a (1968, pp. 130-31 and 149-50). I have separated the penalty clauses from the clauses of transfer and possession and will examine them in a later chapter.

4.1 CLAUSE 1 - THE CLAUSE OF GIVING AND SELLING

This clause has several variations, depending on the type of document. The clause is found at the beginning of the text or may occur later. In the sale documents we have the following forms:

A) *ti.y s n.k r-bnr r-gb3 hq*

"I have sold it to you for silver" (Doc. 2, 15 and 17).

B) *ti.y s n.k r-gb3 hq*

"I have given it to you for silver" (Doc. 7, P. Reinach III & 7 and P. Lille (Menu)).

C) *ti.y n.k iḥ.t ḥn' t3y.s ms.t*

"I have given to you the cow together with her offspring" (Doc. 18).

As pointed out by Peet (1932, p. 124), the verb *ti* has the connotation of "to sell" and by Dynasty III examples of *ti r-bnr* "to sell" are found. This is also found in abnormal hieratic sale documents (Malinine, 1953, p. 82) and survives into Coptic as *ⲧⲉⲛⲁ* (Crum, p. 394b). The phrase *r-gb3 hq*, lit., "in exchange for money," is not a requisite part of the clause of giving and selling, and does not appear to survive into Coptic. The phrase *r-gb3 hq* explains what medium was used to pay for the goods (Peet, 1932, p. 124).

Zauzich (1968, Tables 1 & 2) notes that the Ptolemaic Period documents from Edfu are the only ones which show form A. Doc. 17 comes from Edfu, but Doc. 2 is from Elephantine and Doc. 15 is from Diospolis Parva. Therefore the geographic distinction, valid for some Ptolemaic documents, does not seem to be equally applicable to earlier demotic documents.

TABLE 1

The Clauses of Transfer and Possession

1) *ti.y n.k* (property)

"I have given to you (property)."

2) *mtw.k s t3y.k ih.t t3y*

"It belongs to you. It is your cow."

3) *mn maw(.y) mt nb n p3 t3 r'-wy.k n-im.s*

"I do not have any claim in the world against you concerning it."

4) *bn iw rh rmt nb n p3 t3 t ih maw.t an an.t hr hr.t ink h'(y) mi ir shy
n-im.s p3y.k bnr*

"No man in the land from father, mother, brother, sister, son, daughter, including me, shall be able to have power over me except you."

In Doc. 12 the exchange of cows uses basically the same phrase with *ti*:

ti(.y) n.k (COW) n t3 hb(.t) n (COW) r.ti.k n.y

"I have given to you (the cow) in exchange for (the cow) which you gave to me."

This phrase is also found in Doc. 5:

ti n.y PN p3y ih ... n t3 hb(.t) n n3 nkt.w ...

"PN gave to me this bull ... in exchange for the goods ..."

In this case a burial has been paid for with a bull. See P. Vienna 10151 (exchange of offices) where this phrase also appears. One can clearly see that Doc. 8, 5, 9, and 10 do not contain this clause, although each is a sale document. From Table 3, p. 58, we observe, however, that most gift and sale documents do have this clause.

In gift documents we find the same basic phrase used, e.g., P. Vienna 10150:

ti(.y) n.t t3 n t3y(.y) tny.t ...

"I have given to you one-third of my share ..."

In contrast to sale documents this phrase is found in all gift documents.

The basic phrase, *tjy n.k* (the property) "I have given to you (the property)," has the function of transferring the property to the new owner, either by sale, by gift, or in exchange for some other piece of property or services. The expressions *r-bnr*, *r-dbb3 hq* and *n t3 šb(.t) n*, serve mainly to elaborate on the basic premise of transferring property. In New Kingdom texts of sale and gift, documents use the same two expressions found in the demotic texts for the transferring of property (Peet, 1932 and Lurje, 1971, pp. 174ff.). Peet notes that while the Egyptians understood the concepts of buying and selling, their language remains frozen in the barter mode.

In addition ■ being an independent statement, Clause 1 will sometimes appear as a relative clause. Doc. 15 has both [*tj(.y) s n.k r-bnr*] *r-dbb3 hq*, as well as *r.tjy n.k r-bnr r-dbb3 hq* "which I have sold to you for silver." P. Turin 2122 (sale of a slave) has only *r.tj(.y) n.k r-bnr*, "which I have sold ■ you." Whether Clause 1 is an independent statement or a relative clause, the juridical use in the document appears ■ be the same.

The basic clause also appears in the marriage documents as part of the payment of the bridal price (P. Berlin 3078, P. BM 10120A, ■ Libbey and P. Lonsdorfer).

4.2 CLAUSE 2 - THE CLAUSE OF DECLARATION OF POSSESSION

In this clause the alienor of the property simply declares:

mtw.k s t3y.k ih(.t) t3y hn' ms nb nt iw.s r ms.f.w ■ p3y.k ihy
 "It belongs to you. It ■ your cow together with any calf which it will bear ■ your corral."

In this clause the alienor states that possession of the cow now resides with the new owner. If the cow has any calves while the new owner possesses the cow, they too belong to the new owner. This could be inserted whether the cow was pregnant (as in Doc. 2) or not (as in Doc. 16). This latter phrase is found only in cattle documents. Doc. 1-3 and 15-18 include *n.f p3 hrw r-hry* "from today onward," giving a specific time for the transaction. We must assume that if this last phrase is not included, the same time-reference is to be understood, i.e., from that point on the cow (or any other type of property) belongs to the new owner.

The basic clause *mtw.k s t3y.k ih(.t)* found in Doc. 12, could be shortened ■ *mtw.k s*, as seen in the Ptolemaic cow sale P. Reinach 7. In the other earlier demotic documents it appears as both *mtw.k s* (e.g., P. Vienna 10150 and P. Turin 2123) and as *mtw.k s p3y.k (t3y.k) X p3y (t3y)* (e.g., P. Louvre 7128 and P. Leob 68). Clause 2 represents the basic means of describing possession and was widely used in earlier periods (e.g., Late Egyptian, Černý & Groll, 1975, p. 13.)

4.3 CLAUSE 3 - DECLARATION OF QUITTING CLAIM

This clause is found only in Doc. 11 and 7 among the cattle documents: It states:

mn mtw(y) mt nb n p3 t3 r'wy.k n-im.s

"I do not have any claim in the world against you concerning it" (Doc. 6).

Its function is clear. The alienor declares that he no longer possesses the right to make any claim on the property which has been transferred (see Sethe & Partsch, 1920, pp. 211-12). When Clause 3 appears, it always follows Clause 1 and/or 2; it is also seen in other early demotic documents (e.g., P. Louvre E, 3231a and P. Bibl. Nat. 223). The clause is perhaps related to the hieroglyphic usage *bn mdw* ... (Malinine, 1947, p. 104b; Černý & Peet, 1927, p. 35) and the abnormal hieratic phrase *mn-di md.t nb.t* ... (Malinine, 1953, pp. 12-13).

4.4 CLAUSE 4 - DECLARATION OF PROPRIETARY RIGHTS

The last clause of transfer and possession states:

bn iw rh rmt nb n p3 t3 f if mw.t sn an.t yr dr.t ink h'(y) mif ir shy n-im.s p3y.k bnr

"No man in the land from father, mother, brother, sister, son, daughter, including me, shall be able to have power over it except you" (Doc. 2).

Clause 4 has a number of minor variations. Doc. 3, 8, 9 and 14 place *f if* ... *mif* after *shy*. Doc. 3, 9, 14 and 17 repeat *rmt nb n p3 t3* in that section also. Doc. 1 extends the declaration to include any calves born to the cow in the future.

Westendorf (1965/77, p. 336) notes that *ir shy* is EPWIWI in Coptic (Crum, p. 59b) and correctly derives it from *ir shy*, "have power," (Glossar, p. 452 and Wb. IV, 260). He also shows that the demotic forms have contamination from the word *sh* "blow" (Glossar, pp. 451-52), so that *ir shy* has the man with stick determinative 𓂏 . Only demotic shows this determinative for this word. As a result, Glossar (p. 452) argues that *ir shy* derives its meaning from *sh* "blow." Actually it shares its meaning with *ir shy* (Glossar, p. 453) "to arrange for, look after." Wb. IV, 260 examples give this meaning for what is cited in Glossar. New Kingdom examples of *ir shy* "have power, authority" can be found in the Inscription of Makare on the Seventh Pylon at Karnak (Gardiner, 1962, p. 66, no. 6) and the Hieratic Board of Neskhons, Cairo no. 46891 (Gunn, 1955, p. 91, no. 4). Both of those editors also refer to Urk. V, 71/4 where *phfy* "power" replaces *shru* in a parallel text. Note P. Turin 2021, 4/1 (Černý & Peet, 1927, pp. 32-33), where we have *p3y shru iir(y) n.s* "this settlement which I have concluded for her." (I thank Klaus Baer for this last reference.)

In the demotic examples, as well as the New Kingdom ones, *ir sby* has the legal meaning of "to exercise proprietary rights" and this is the function Clause 4 serves here. The alienor declares that since the property discussed in the document is now in the possession of the new owner, only the new owner can exercise proprietary rights.

TABLE 2

The Clauses of Transfer and Possession in the Cattle Documents

	1	2	3	4	
Doc. 1		x		x	Doc. of guaranteeing ownership
Doc. 2	x	x		x	Sale Doc.
Doc. 3		x		x	Sale Doc.
Doc. 5	x				Letter
Doc. 6	x		x		Doc. of remuneration
Doc. 7	x		x	x	Sale Doc.
Doc. 8		x		x	Sale Doc.
Doc. 9		x		x	Sale Doc.
Doc. 12	x	x			Doc. of exchange
Doc. 14		x		x	Sale Doc.
Doc. 15	x	x		x	Sale Doc.
Doc. 16	x	x		x	Sale Doc.
Doc. 17	x	x		x	Sale Doc.
Doc. 18		x		x	Sale Doc.

4.5 CONCLUSIONS

Tables 2 and 3 (pp. 57 and 58) allow us to note several important items concerning the clauses of transfer and possession. Foremost is the fact that as a group they are limited to documents where property is transferred, i.e., sale documents, gift documents and exchange documents. Individual phrases do occur in other documents: Clause 2 is found in documents where property is divided for a relative (son, daughter, etc.; e.g., P. Bibl. Nat. 216 and 217, P. Turin 2126, P. BM 101208 and P. Vienna 3853). Likewise, Clause 1 is found in the marriage documents. As Clauses 1-4 appear in all of the documents listed above, we may conclude that these clauses act as the legal phrases by which property is actually transferred. We may expect that these clauses would appear in any document in which property is transferred. As a group they do not appear in the documents of property-division mentioned above, since in those cases the property is not actually transferred at the time of the writing of the

document. More likely what was received is a promise of a share in some family property (Cruz-Urbe, 1979, p. 41).

As gift documents and sale documents show the same phraseology, they must accomplish the same function, i.e., the transferring of legal title to a new owner. The gift documents do not provide any evidence that consideration had to be given to transfer legal title to the property. Hence we must conclude that from the form of the legal documents there is no evidence that consideration had to be given to transfer legal title to the property. This does not mean that Seidl's concept of *notwendige Entgeltlichkeit* (1968, pp. 45-50) is invalid, only that the legal documents do not give the evidence needed to support his thesis.

TABLE 3

The Clauses of Transfer and Possession in Other Saite and Persian Period Documents

	1	2	3	4	
P. Loeb ■	■	x		x	Sale of land
P. Loeb ■	[x]	x		x	Sale of an ass
P. Ryl. 1	x			x	Sale of offices
P. Ryl. 3		x		x	Sale of self as slave
P. Ryl. 6		[x]		x	Sale of self as slave
P. Louvre E. 7832		x		x	Adoption as sale
B. Louvre E. 706		x		x	Sale of self as slave
P. BM 10117		x	x	x	Sale of land
S. Louvre C101		x			Sale of tomb
P. Louvre E. 9294	x	x	x	x	Sale of property
P. BM 10450		x	x	x	Sale of property
P. Turin 2122	x	x			Sale of slave
P. Louvre E. 7128	x		x	x	Sale of house
P. Bibl. Nat. 223	x	x	x	x	Sale of slave
P. Ryl. 2	x	x		x	Gift of land
P. Louvre E. 10935	x	x		x	Gift for endowment
P. Vienna 10150	x	x		x	Gift of offices
P. Turin 2123	x	x	x	x	Gift of house
P. Turin 2125	x				Gift of tomb
P. Cairo 50058	x	x	x		Gift of office
P. Louvre E. 3231a	x	x	x		Gift of land
P. Ryl. 4		[x?]		x	Doc. of Quittance
P. Vienna 10151	x	x		x	Exchange Doc.
P. BM 10120B		x			Division of property

Zauzich (1969, Table 1 & 2, phrases 47-50) joins Clause 4 with the penalty clause. The discussion above strongly suggests that the underlying motive of Clause 4 is to declare that the new owner has control of proprietary rights. On one hand Zauzich may be correct in combining Clause 4 with the penalty clauses, in the sense that it does proclaim that outside parties do not have the ability to make claims. The penalty clauses then carry on with the cases where claims are made. On the other hand, as Clause 4 does occur in documents where penalty clauses as a rule do not occur, and thus a distinction between Clause 4 and the penalty clauses seems preferable.

The occurrences of the four clauses in Tables 2 and 3, suggests that Clauses 2 and 4 are the normal ones needed in the sale, gift and exchange documents to transfer title. In a few cases where Clause 4 is missing, we do find Clause 2. An exception is Doc. 7 where Clause 2 is missing, but it does have Clauses 1, 3 and 4.

Chapter 5

PENALTY CLAUSES

In all the documents which deal with the sale of cattle, one finds a group of clauses which may best be described as the penalty clauses. The function of these clauses is to protect the legal rights of the purchaser of the cattle against unjust claims in the future. The penalty clauses are of a delayed nature in that they are not necessarily invoked immediately upon the writing of the document. Rather, they are only invoked if and when a claim is made upon the cattle.

The penalty clauses occur in ■ of the complete sale documents (Doc. 2, 3, 7-9, and 14-18), but they are not limited to sale documents. We also find them in Doc. 4 and 12. In the early period they are also found in a wide variety of documents. This will be discussed in detail below.

Porten & Szubin (1982, 1982a and 1983), in their studies of the Aramaic papyri from Elephantine, state that there exists a clear distinction between penalty clauses and warranty/defense clauses in Aramaic law. Warranty clauses concern potential claims made by a third party, and the monetary amount cited in the clauses is roughly equal to replacement cost. Penalty clauses involve a situation where the payment is many times greater than the value of the goods discussed. Thus, Kraeling 3 has separate defense and penalty clauses. Porten & Szubin also believe that defense clauses do not occur in documents where clear title is present.

In theory this distinction may exist in Egyptian law; the evidence from the demotic texts, however, does not suggest this. As none of the documents mention the economic value of the property, one cannot determine any relationship between the payment in the penalty clause and the value of the property. In several cattle documents clear title exists for the cattle, yet Porten & Szubin (1982, 1983 and personal communication) argue that the clauses found therein are defense clauses. If my understanding of Phrase J is correct (see below section 5.2.6.4), the new owner of property never relinquishes title to the property regardless of the presence or absence of penalty clauses, or of a claim from any other person. ■ light of these points I have adopted the terminology "penalty clauses" for the group of phrases discussed in this chapter. These clauses protect the new owner against a claim by any party. In Egyptian documents, separate defense and penalty clauses do not appear at the same time. Thus, the existence of a legal distinction between the two is ■ doubt for Egyptian law. For further discussion see Rabinowitz (1956), Yaron (1958, 1961) and Porten & Szubin (1982b).

The penalty clauses in these documents consist of two parts, the clause of claim and the clause of action.

5.1 CLAUSE OF CLAIM

The clause of claim is typified in Doc. 3 where it is presented in three phrases:

- A) *p3 nt iw.f r iy r-r.k r-gb3.f.s*
 "(As for) the one who shall come to you in regard is her,"
 B) *r f.f.s mtw.k*
 "in order is take her from you"
 C) *g bn t3y.k i3(t) in t3y*
 "saying: 'she is not your cow.'"

5.1.1 Phrases A, B and C

Phrase A of the clause of claim introduces the penalty clauses and is found in all of the examples cited above. Phrase B and C appear to be optional and seem only to expand or further explain phrase A. The variation, Phrase B1, is found in Doc. 15:

- n rn(y) rn if must an sn.t hr hr.t rmt m n p3 t3*
 "in my name or the name of a father, mother, brother, sister,
 son, daughter or any man in the land."

This variation simply notes that claims may come from any party, whether related or not. B1 is also found in Doc. 6. Doc. 2 gives phrases A, B and C and then gives B1 after phrase C, showing that it is not a replacement for B, but a separate phrase. Phrase B has a very common variation:

- bn mtw.k s in*
 "it does not belong to you."

which is found in Doc. 2, 5, 9, 14 and 17. Doc. 17 adds:

- hn' n3y.w hr.u nt iw.u s ma.f.u s p3y.k ihy*
 "together with their offspring which will be born is your cor-
 ral."

This last variation is included only in Doc. 17 because the cow in question was pregnant at the time of sale; presumably this warranty would extend to the calf or calves born.

The clause of claim perhaps finds its origin in P. Berlin 8523/18-19 (New Kingdom, cf. Spiegelberg, 1917, pp. 107ff.). That document, which is a letter, reads:

hr ir p3 rmt nty iw:f mdw irm.k
 "as for the man who will contest (this) with you."

See also Leahy (1982-83, p. 89, no. 22).

TABLE 4

List of Penalty Phrases

CLAUSE OF CLAIM

- A) *p3 nt iw:f r iy r-r.k*
 "(as for) the one who will come to you"
 B) *r f.s mtr.k*
 "in order to take it from you"
 C) *g bn mtr.k s in*
 "Saying: 'It does not belong to you.'"

CLAUSE OF ACTION

- D) *iw.y ti wy:f r-r.k*
 "I will cause him to [] far from you."
 E) *iw.y tm ti wy:f r-r.k*
 "If I fail to cause him to be far from you,"
 F) *iw.y r ti n.k [] new cow)*
 "I will give to you (a new cow)."
 G) *iw.y tm ti n.k (a new cow)*
 "If I fail to give [] you (a new cow)."
 H) *iw.y r ti n.k hg*
 "I will give to you money"
 I) *iw.f g qnb nb n p3 t3*
 "without citing any document in the land"
 J) *iw mtr.k t3y.k ih.f 'n ...*
 "whereas your cow still belongs to you,"
 K) *iw: p3y.k rt p3 nt nhf r-r.f*
 "whereas your agent is the one empowered concerning it,"
 L) *mtr.k n3y.f qnb.w*
 "To you belong its documents."
 M) *iw.y ti w'b.w n.k ...*
 "I will cause them to be clear for you ..."
 F(2) *iw.f n' n.k ...*
 "it being clear for you ..."

6.2 CLAUSE OF ACTION

The clause of action is divided into a maximum of five parts (phrases D-H). Several other phrases, which are variations of these phrases, or phrases which attach themselves to the penalty clauses as a whole, will also be discussed below.

6.2.1 Phrase D

Phrase D simply states: *wy r wy.f r-r.k*, "I will cause him (i.e., the contestor) to be far from you" (Nims, 1948, pp. 247f.). This phrase is found in Doc. 2, 6-9, 12 and 14-17.

The use of *wy* = "be far from" signifies the forgoing of rights = property (Festman, 1961, p. 17) and is commonly used in demotic texts, especially in phrase D in the usage *ti wy*, "cause to be far." Hughes (Mattha & Hughes, 1976, p. 132) has rendered *wy* as "relinquish, renounce claim," for its use in the Hermopolis Legal Code. This usage ultimately becomes the Coptic *roy(a)to* (Crum, p. 444a), but may have a different usage in that stage of the language. The hieroglyphic usage of this word appears in both judicial and non-judicial documents. Note the following examples:

P. BM 10052, 4/8 *w3 r.i w3 r h't.i*

"Be far from me, Be far from my body" (Peet, 1933; also in 8/4, 11/2 and 11/11).

P. Lansing 10/2 *w3 'nh hr.f*

"Life is far from him" (Caminos, 1964).

II. Pushkin 127, 1/10 *w3w r.k*

"Be it far from you" (Caminos, 1977).

III. Bremner-Rhind 29/2 *w3w.sn*

"They are far from me" (Faulkner, 1933).

The meaning of *w3* of these examples is fairly straightforward. The examples from the tomb robbery papyrus (P. BM 10052, 4/8, etc.) are each part of the testimony taken during the interrogation of the thieves. One should also note the usage *w3 r* "deprive (someone)" of a name or a title, as discussed by Hayes (1955, p. 57) and Vernus (1974, pp. 122-23). Edwards (1968, p. 160) has suggested a meaning of "be powerless" for *w3 r* which would tie into our phrase D quite nicely. These hieroglyphic usages of the phrase *wy* = clearly show that phrase D, found in the demotic documents, has native Egyptian origins.

Returning to phrase D, we should note that Doc. 2 adds *n-im.s* "concerning her" and Doc. 15 and 17 add *n-im.w* "concerning them." P. Loeb 44/5 (sale of a male ass) includes *n-im.f* "concerning him" in the parallel clause.

Doc. 7 adds π mt nb $qnby$ nb n $p3$ $t3$, "in regard to any claim or any deed in the land." The variation in Doc. 7 perhaps spells out the principal responsibility of the alienor in this phrase, i.e., he will protect the new owner from any claim in the future. This aspect is the basic premise of the penalty clauses as a whole. Doc. 5, which is not a sale, but a letter concerning payment for burial services, includes the phrase $tw.y$ wy $r-r.f$ n mt nb n rn PN. "I am far from him in regard to any matter concerning PN." In this case funeral services have been paid for with a cow and the recipient forswears any future claim. This declaration serves the same function as the penalty clauses described above. The example in Doc. 5 in some ways parallels the Ptolemaic sh n wy document.

The penalty clause (phrase D) of Doc. 4, which is not a document concerning a sale, but one written at the settlement of a court case forswearing future claims, reads:

$iw(y r)$ ti n' f $(r)-hrf.tn$
 "I will cause him to be far from you."

The use of n' (lit. "to be clear") indicates that while n' and wy are different words, in this clause they have interchangeable meaning. Note also that in Doc. 3 phrase D is given as:

ink $(ir ti)$ $n's$ $n.k$
 "I am the one who will cause her to be clear for you."

The example from Doc. 4 exhibits the only example in demotic where n' is construed with the preposition $r(-hr)$. Normally n' is found with the dative n , as in the example cited from Doc. 3.

The principal difference between n' and wy is that n' normally has the property as grammatical subject, while wy has a person as grammatical subject. In the Doc. 4 example n' is used in the same manner as wy . In meaning the verbs wy and n' (as well as $w'b$) convey the same idea of relinquishing or ceding claims in property. Note below, in the discussion of Phrase E, that Doc. 4 uses the verb wy instead of n' , showing clearly that the scribe of that document felt that n' and wy were interchangeable.

The example from Doc. 3 replaces the normal phrase D with a participial construction, but in Phrase E reverts to the regular future construction. In both cases the verb n' is used. Despite the scribe's use of n' , the function of the phrases in Doc. 4 is the same as the phrases which use wy .

$ti-n'$ survives into Coptic as $\tau\alpha\eta\theta$ with the meaning of "draw up (a document)" (Crum, p. 418b). This is clearly related to $\tau\eta\eta\theta$ (Crum, p. 419a) "to beat, crush" as Westendorf (1965-77, pp. 236-37) noted. He also noted that $ti-n'$ probably derives from hieroglyphic $\begin{smallmatrix} \text{ⲗ} & \text{ⲙ} & \text{ⲛ} \\ \text{ⲟ} & \text{ⲙ} & \text{ⲛ} \end{smallmatrix}$ "make smooth, prepare (a

writing surface)" (Wb. II, 208), contra Glossar (p. 207) which suggests deriving *n'* from *sn*" (Wb. IV, 156), following Spiegelberg (1932, p. 104).

5.2.2 *Phrase E*

The next phrase of action states the conditional: *iw.y tm ti wy.f r-r.k*, "If I fail to cause him to be far from you." We find this in Doc. 2, 4, 6-9, 12, 14, 15 and 17.

Doc. 11 adds *n-im.s*, "concerning her," parallel to similar variations noted for phrase D. Doc. 7 adds *[n mt nb qnby nb] = p3 t3*, "[with any claim or deed] in the land" which also parallels variations noted for phrase D.

Doc. 3 shows the variation *(iw.fy) tm ti n's n.k*, "if I fail to cause her to be clear for you." As noted for phrase D, the phrase using *n'* serves the same purpose here as the more common phrase using *wy*. The use of *n'* in Doc. 3 and above in phrase D also appears in this form in the penalty clause of P. Vienna 12002, an abnormal hieratic document concerning the sale of a cow.

5.2.3 *Phrase F*

The next phrase in the clause of action is relatively straightforward: (a) *iw(y) r* *n.k* (b) *ih.t* (c) *p3y.s smt n ih.t* "I will give to you a cow, according to its likeness of a cow." Phrase F(a) is found in Doc. 2, 3, 7-9, 14 and 15. F(b) is found in almost all of the same documents, but several variations are seen. Doc. 2 gives:

ih.t) shm.t t3r.t sA3

"female, red, plowing, pregnant cow."

As Doc. 2 is one of the earliest demotic sale documents, perhaps the scribe was being overly precise in describing the animal in question. Doc. 7 simply adds *shm.t* "female."

5.2.3.1 *d3d3 r d3d3*

Doc. 8, 9 and 14 give a variation of F(b): *d3d3 r d3d3 ih.t* which literally translates "head for head a cow." This phrase is unattested elsewhere in demotic. In earlier stages of the language the word "head" is used for "capital" in the word *tp* (Wb. V, 267.13). As far back as the Old Kingdom, it is unclear in many circumstances whether or not *tp* or *d3d3* is to be read for the word "head" (Edel, 1955/64, p. 24; Wb. V, 263.5). Consequently, certain examples of *tp* might act as ancestors of the meaning in our phrase, in particular the examples:

Urk. IV 4/12 s 1 *shmt 3 dmd r tp* (or *d3d3*) 4

"1 man, 3 women, total; 4 heads."

Urk. IV 5/15 *h'.n rdi n.i tp (or d3d3) 3 3ht st3.t 5 m niwt.i*

"Then 3 heads and 5 arouras of land were given to me in my city."

Sinai Inscription 137w1 *rdi.n.r 'kur m t 10 hr d3d3*

"I gave out rations at the rate of 10 (loaves of) bread per head" (Gardiner & Peet, 1955).

Note also P. Anastasi IV, 7/3 (Caminos, 1954, p. 155) as well as Wb. V, 531.19 *m r n d3d3* "as share of the head" (Siut I, 311) which replaces *m s hr.f* (Sethe, 1924, p. 93b-c) in a parallel inscription.

The phrase *g3b hr g3b* (lit. "arm for arm") occurs in the New Kingdom document P. Berlin 9785/16-17 (Gardiner, 1906), a court case relating to the sale of a cow:

ir mdw.tu im.a m rmt nb ir g3b hr g3b

"If there is a contesting concerning *m* by any man, it shall be compensated arm for arm."

Gardiner suggests translating "equivalence" which would fit well into our demotic phrase. The structure of the phrase in the document from the New Kingdom is the same as that of the penalty clauses in the demotic documents.

An abnormal hieratic document dealing with the sale of a cow (P. Vienna 12002/8) in the penalty clause reads:

ink di n.k d3d3 i d3d3

"I am the one who will give to you head for head."

This example clearly shows that our phrase derives from the abnormal hieratic usage. Note also its occurrence in S. Florence 1639. At the same time George Hughes (personal communication) has noted that the writing of *d3d3* in our texts does not compare favorably with other writings of *d3d3*, "head," and is perhaps some other unknown term.

3.2.3.2 On the Use of *smt*

F(c) is found in Doc. 2, 7-9, 11, 12 and 14. Doc. 8 omits *n ih.t*, while Doc. 9 and 14 give *p3 smt n ih.t*. F(c) is also seen in P. Loeb 44/6 (sale of a male ass): *3 hwt n p3y.f smt n '3*, "a male ass according to its likeness of an ass." *smt* "likeness, kind" is a common term in demotic (Glossar, p. 434) and develops into the Coptic *chnot* (Crum, p. 340b). This word probably derives from the hieroglyphic word *smdt* (perhaps related to Wb. IV, 147.B-9 and 146.13-16; see Westendorf, 1965/73, p. 538). Hekanakhte IV/1 (James, 1962) and Kahun 30/1 (Griffith, 1896) give *smdt* in the introductory formula of letters with the mean-

ing of "ways, manner (of greeting you)." Perhaps the examples from the parallels ■ P. Anastasi I, 7/8 with the meaning of "paragraph" are also related ■ our word (Posener, 1935/39, pp. 330-31), as well as *smd.t* "manner, pattern," found in P. Lansing 9/3 (Caminos, 1954). (I thank K. Baer and E. Wente for these references and suggested etymology.) Even so, *smdt* is a feminine word, while *smt* is masculine in demotic.

Doc. 3 uses a word *mrj* in this position which is attested elsewhere only in P. Philadelphia 30, II/2 (Reich, 1938) with the meaning of "type." P. Vienna 12002 (abnormal hieratic) uses the phrases *i p3y.s iprj ih smi*. The reading *iprj* is uncertain and is unattested elsewhere. What is significant is the use of a phrase which parallels *Fic* in an earlier text.

5.2.4 *Phrase ■*

Phrase G parallels phrase F and is a simple negative conditional: *iw.y tm ti n.k* ... "If I fail to give to you ..." It occurs in Doc. 3, 7, 8, 9, ■ and 14 as well as P. Loeb 44.

5.2.5 *Phrase H*

Phrase H is the monetary phrase ■ the penalty clauses. If claims are not requited by the time one gets to this portion of the document, Party A is liable to make a penalty payment.

Phrase H ■ often stated: *iw.y (r) ■ n.k hq 5 pr-hq n Pth n wth*, "I will give to you 5 kite of silver of the treasury of Ptah, refined." The amount of the penalty varies in certain cases. Doc. 8, ■ and 14 are documents dealing with the sale of a cow and have a penalty of 5 kite. Doc. 4 involves a court case settlement for one cow and also has a penalty of ■ kite. Doc. 13 deals with a *datio in solutum* for one cow and has a penalty payment of 5 kite, but also notes that interest of 10% per month will be added for late payment. Doc. 7 is a sale of 1/2 of a cow and has a penalty of only 2 1/2 kite. Note, however, that Doc. 3 is also a sale of a cow, but has a penalty payment of 1 1/2 deben. The most common penalty amount in the cattle sale documents, as well as in Doc. 13, is 5 kite.

It is interesting to note that Doc. 15 and Doc. 17-18, which are sale documents, do not have Phrase H. Doc. 6, a remuneration for the use of a plowing cow has a penalty clause payment of 1 kite, while Doc. 12, an exchange of cows, gives 1 kite also.

In other documents from the Saite and Persian Period where penalty payments are listed, the amounts vary with each document, e.g. P. Vienna 10151 (exchange of offices): 20 deben; ■ Rylands 4 (transfer of a slave document): 20(?) deben; P. Vienna 3853 (division of property): 1 kite; P. Loeb 68 (sale of

land); 1 deben; P. Turin 2122 (sale of slave); ■ kite; P. Vienna 10150(+ 10152) (gift of offices); 5 kite; and ■. Florence 1639(2507) (sale of a tomb); "all silver and grain which will satisfy your heart." There appears to be no fixed pattern for the amount in the penalty payments.

5.2.6 Variations

In the documents certain variations occur in the penalty clauses and several documents include additional important phrases.

Doc. 2 adds after phrase H:

r-gb3.f.s n p3 sw n t.f.s mte.k nt iw.w (r) ir.f
 "in exchange for it on the day when one might take it (lit.: of taking it) from you, which one will do."

This variation simply expands on the penalty clause as a whole.

5.2.6.1 Phrase I

Doc. 3 takes note of the possibility that a male or female calf or a bull may run away and follow the cow if ■ is taken. In those cases the document notes that a replacement animal will be given. Doc. 3 ends with phrase I:

iwj d qnb.t nb n p3 ts im.k
 "without citing any document in the world with you."

Phrase I is to be understood as being attached not to the phrase immediately preceding it, but to the penalty clauses as a whole. The writer of the document proclaims that if a claim is made on the cow or any stipulations of the document, he will perform whatever action is required, as specified by the document. This last phrase indicates that he will perform the action immediately, since he gives up any legal right to go to court or cite any other document concerning the cow. The action meant by phrase I is to be considered a negative performance. The penalty clauses as a whole indicate what the person will do (positive performance) and phrase I indicates what he will not do. Phrase I is also found in Doc. 4 and in Doc. 12. In both of these examples it occurs at the end of the text, following after the penalty clauses. Among other Saite and Persian Period documents phrase I occurs in a variety of documents: P. Vienna 10150/5 (gift of offices); P. Vienna 10151/7 (exchange of offices); P. Loeb 45/5 (lease of land); and P. Louvre E. 7837/11 (lease of land). In ■ of the above documents penalty clauses are present and phrase I is found after them.

Several other documents also have phrase I, but without penalty clauses:

P. Berlin 3078/3-4 (marriage) *iw(.y) wi.f(n) nt nb nkt nb n p3 t3*
nt iw(.y) = hpr.w irm.k iw.f qnb = p3 t3

"I am far (from) any thing or any property in the world which I shall acquire with you without citing a deed in the land." (Also P. Libbey/2-4.)

In the Berlin example, if the woman divorces her husband and receives her dowry back, she forsakes all claim to common property acquired during the marriage. The Libbey example states the same.

P. Louvre E. 7839/10-11 (lease of land) *iw(.y) wyf r-r.f t h.t-sp 38*
ibt 2 imw r-hry iw.f qnb nb

"I am far from (the field) from year 38, Payni onward, without citing any deed."

In this case the lessee of a field agrees to abandon the field by the end of the lease and agrees that he will have no claim on it from that time onward.

Lastly, P. Cairo 50066 (a letter): this document is an *wt* "court decree" (Mattha & Hughes, 1975, p. 98) which notes that a man has been sued and that on the day following the day on which the document was written, he will carry out the court's decision. If he fails to do so, he agrees to carry it out by the following day "without citing any document or anything else in the world." The format of the court's decree is similar to the penalty clauses and the intent of the passages is very clear. The man will perform an action and forsakes all rights to protest the matter. Malinine (1953, pp. 12f.) correctly pointed out that phrase I derives from a similar phrase in abnormal hieratic with antecedents in New Kingdom documents.

One further note on phrase I: in all of the examples except the last (i.e., in formal legal documents), phrase I is found in conjunction with the verb *wy* "to be far." It would appear that the unifying feature of these examples is the aspect of separation and the forsaking of legal rights.

5.2.8.2 Phrase M

This interpretation of phrase I allows us to explain the penalty clauses in Doc. 17-18 where phrases A-F are followed by:

mtw.y ti w'b.w n.k r sh nb qnb nb mt nb p3 t3

"and I will cause them to be clear for you from any document, any deed and any matter in the world" (Phrase M).

This combination requires the alienor of the three cows in that document to protect the property rights of the buyer, while the alienor forsakes all claims to them. Phrase M is also found in P. Turin 2123 (gift of house), P. Louvre E.

7128 (sale of house), P. Bibl. Nat 223 (sale of slave), P. BM 10117 (sale of land) and P. Inv. Sorbonne 1276+1277 (sale of slaves). This use of *w'b* derives from earlier hieroglyphic usage, as cited in Wb. I, 282.5 and the Kadesh Inscription R9 and P213 (Gardiner, 1960).

5.2.6.3 Phrase L

Phrase L suggests that any document which might relate to the property in question either should be in the hand of the new (or rightful) owner or is invalidated by the present document. Perhaps both interpretations are correct. In P. Rylands 4 a man hands over a document concerning a former slave. The new owner of the slave has a right to possess the former document of servitude concerning his new slave. In P. BM 10117 we find the sale of some land and all and new documents concerning the property are passed on to the new owner.

In P. Turin 2123 (gift of one-half of a house) we see that one-half of all deeds which deal with the house belong to the new owner. In P. Turin 2126 a man gives his daughter her share of his property together with *n3y.f qnb.w n 'wy nb nt iw.w n-im.w*, "its deeds in any house (place) in which they are."

In P. Vienna 10151 we have the exchange of offices for six months and twenty five days, and 50 documents concerning those offices are turned over to the new owner. In P. Louvre E. 7128, a sale of a house site, we find the following phrases:

mtw.k n3y.f qnb.w n 'wy nb nt iw.w n-im.w

"To you belong its documents in any place in which they are"
(Phrase L).

Clearly documents relating to the house site being sold exist, but it is not clear that the new owner received them when he purchased the house. Thus the old owner notes that the documents belong to the new owner in any case. If someone makes a claim on the house using one of the documents, the claim is invalid because the document cited was superseded by the document which is in the possession of the new owner. Possession of the latest valid document is thus essential.

5.2.6.4 Phrase J

Another important variation is found in several documents. In Doc. 8 we find phrase J:

iw mtyw.k t3y.k ikt 'n p3 hrw r-hry k' gt

"whereas your cow still belongs to you from today onwards, forever."

Phrase J is likewise attached to the penalty clauses as a whole and not to any single phrase. The meaning is quite clear. If a claim is made on your cow, some action will be performed on your behalf; either the dismissal of the claim, the replacement of the cow or the payment of a penalty. If we take this phrase literally, we must understand that the rightful owner still retains ownership over a cow. If the claim is not dismissed and the cow is taken, a new cow must be turned over. If no replacement cow is given, a penalty of silver must be paid. Thus, if a claim is made and the former owner causes the claim to be dismissed, the rightful owner still retains ownership of the cow.

Phrase J is found in Doc. 7-9 and 14. It would appear that if we take this phrase literally with respect to the last two conditions, we must understand that even if a replacement cow or penalty is paid, the new owner still retains claim to the seized cow. Doc. 13 does help us in this situation. In that document a cow could not be returned, and thus the payment of a new cow or a penalty are the only alternatives given for compensation. Phrase J is not found in that document, suggesting that if a penalty is paid or a new cow given, the claim of ownership passes from the seized cow to the replacement cow or penalty payment.

Phrase J is also found in P. Vienna 10151/4 (exchange of offices), P. Turin 2122/5 (sale of slave), P. Loeb 68/9-10 (sale of land), P. Rylands 1/6 (sale of offices), P. Rylands 2/5 (gift of land), P. Rylands 4/5 (transfer of slave document), P. Rylands 5/6 (document of self-enslavement), Bowl Louvre B. 706 (self-sale) and P. Louvre E. 7832 (adoption as sale). Each of these suggests, as above, that ownership may transfer to the new piece of property or penalty which is paid.

After investigating P. Vienna 3853/5-6, we must again take thought. In that document Party A promises to transfer ownership of half of the inheritance received from his father. He seems to have been acting as trustee for his younger brother and now agrees to give the property to him (Cruz-Uribe, 1979, p. 41). If he fails to do so, he will pay a penalty of 1 kite of silver, "while your share (of the property) still belongs to you." It is certain in this case that even if a penalty is paid, claim to ownership still remains with the younger brother. At the present time we must conclude that ownership to a contested animal in our cattle documents is not relinquished by receipt of a penalty or by replacement of the animal. If the owner receives the property in a valid transaction (sale, gift, etc.), then his right to that property does not diminish without his, the legal owner's, acknowledgement. Perhaps, though we do not know for certain, that is the case with Doc. 4 where Party A sued for a cow taken from his father and won the case. Having been reimbursed, he relinquishes all claims to the animal. It is likely that his father was not reimbursed, but it is certain that a valid claim to the property resided with the son. See further Rabinowitz (1956, p. 49). For a New Kingdom example of Phrase J, see now Edwards (1982, p. 129, no. 88). One should compare the New Kingdom usage in texts with oaths where a circumstantial phrase similar to phrase J is found (Wilson, 1948, pp. 130, no. 60 and 147, no. 104).

5.2.6.5 Phrase K

The last variation to be noted in the penalty clauses is the addition of phrase K: *[iw] p3y.k r(t) p3 nt nhj r-r.f.* "(whereas) your agent is the one who is empowered concerning it" (Doc. 15). Doc. 3 has *iw p3y.k rmt p3 nt nhj r-r.w.* "whereas your man is the one who is empowered concerning them." *nhj* literally means "to be entrusted, believed." Pierce (1972, pp. 151ff.) calls this the paragraph of credibility. The important thing to note in his very good discussion is that the early examples cited above are circumstantial constructions attached to the penalty clauses as a whole, while the Ptolemaic examples cited by Pierce are independent constructions, not attached to other sections of the document. Another example of the construction discussed by Pierce is found in a document of the Persian period, P. OI 17481. For the etymology of *nhj*, see Gilula (1977) and Edwards (1982, p. 131p).

TABLE 5

Penalty Phrases in the Cattle Documents

Doc. 2	A B C D E F (broken)	sale	
Doc. 3	A B C D E F G H K I	sale	1 1/2 deben
Doc. 4	A D E H I	court case	5 kite
Doc. 6	A D E H	remuneration	1 kite
Doc. 7	A D E F G H J F(2)	sale	2 1/2 kite
Doc. 8	A B C D E F G H J	sale	5 kite
Doc. 9	A C D E F G H J	sale	6 kite
Doc. 12	A C D E H I	exchange	1 kite
Doc. 14	A C D E F G H J	sale	6 kite
Doc. 15	A D E (broken)	sale	
Doc. 16	A D (broken)	sale	
Doc. 17	A B C D E D M	sale	

5.3 PATTERNS OF PENALTY CLAUSES

It is now necessary to look at the penalty clauses found in the cattle documents to determine whether the forms found in them are unique, or whether they share common features with those in other documents. In addition, are the penalty clauses restricted to any particular type of document (such as sales), or are they found in general use in a variety of documents?

Tables 6-9 list all Saite and Persian Period documents which contain penalty clauses. Each table includes each occurrence of the phrases discussed above and specifies the type of document. At the bottom of each table I explain any significant variations which occur in the phrases. The documents have been arranged in chronological order. I will discuss below how each of the cattle documents fits into this scheme. On p. 72 I have also included a table of the phrases found in the cattle documents.

As can be seen from these tables, penalty clauses fall neatly into four categories. All penalty clauses have at least one phrase of claim and one phrase of action, and the documents examined which contain penalty clauses all have phrase A. They also have either phrase D, or phrase H, or both. The four basic types are:

5.3.1 Type 1: Full Penalty

This group has in common phrases A D E H. Of the thirteen cattle documents which have penalty clauses, ten of them fall into this category (2-4, 6-9, 12, 14 and 15), while Doc. 16 is broken and cannot be assigned with certainty. The only documents with phrases F and G are sale documents dealing with cattle and P. Loeb 44 which is a sale of a male ass. The documents utilizing type 1 allow the most choice of action on the part of the former owner. The amount of the penalty payment varies from 5 kite to 20 deben of silver.

TABLE II

Type 1: Full Penalty Clause

■ Florence 1639	A D like M E ■	sale of tomb	
P. Turin 2122	A B C D E H J	sale of slave	5 kite
P. Loeb 44	A B D E F G H I	sale of ass	5 kite
P. Loeb 68	A B C D E H J I M	sale of land	1 deben
P. Vienna 10151	A D E H J	exchange of offices	20 deben

Note that P. Vienna 10151 has a section after the penalty clauses which has L, M and F. S. Florence 1639 has an H variation similar to the contestor-pay form in type (3).

5.3.2 *Type 2 : Simple Penalty*

This group has phrases A and H. If a claim is made or failure to perform occurs, then a penalty payment must be made. I have placed marriage documents in this category, for if divorce occurs, then a divorce payment must be made which fits the A H pattern.

TABLE 7

Type 2 : Simple Penalty Clause

P. Rylands 4	A C H J	transfer of slave doc.	20 deben? & grain
P. Berlin 13614	A** H	marriage	x kite & 50 artaba grain
P. Louvre 7837	A* H I	lease	1 deben
P. Vienna 3853	A* H J	division	1 kite
P. Loeb 45	A H I	lease	2 kite
P. Berlin 3078	A** H I	marriage	1/2 kite
P. Lonsdorfer I	A** H	marriage	1/2 kite
P. Libbey	A** H I	marriage	2 1/2 kite

* These documents have a variation which says: "if I do not (do something)."

** These marriage documents have a variation which states: "if I divorce you."

5.3.3 *Type 3 : Contestor Payment Penalty*

This type of penalty clause is essentially the same as type 2 in form, but exhibits a significant variation. In each of these cases a claim is made, the contestor himself must pay. The clause in this category reads:

iw.f r ti n.k hq nb pti nb nt iw.w (r) 'q r h3f.k

"He shall give you all silver and grain which will satisfy your heart."

The phrase 'q r h3f (lit.: "enter into the heart"), which is found in demotic almost entirely in this usage, is also seen in MH 2834/7 (Lichtheim, 1957, p. 68):

h3b n.y r t3 nt 'q r h3f p3 hm-ntr Hr

"Write to me concerning that which pleases the prophet Horus."

It is also seen in Rylands 9 14/22 and 15/19 with the meaning of "persuade."

TABLE 8

Type 3 : Contestor Payment Penalty Clause

B. Louvre E. 706	A	C H J*	sale of self as slave
P. Rylands 2	A	C H J*	gift of property
P. Rylands 5	A	C H J	doc. of slavery
P. Louvre E 7832	A B C H J		adoption in form of sale
P. Louvre E. 10935	A	H J	gift of land
P. Vienna 10150	A B C H I		gift of offices
P. Vienna 10152	A	H I	gift of offices

The H in Type 3, except for the last two documents, asks the contestor to pay a negotiable penalty. The last two examples have a set penalty of 5 kite.

* These documents add an oath to the penalty clause, as was customary in abnormal hieratic documents.

In the contestor payment type, once a claim has been made, the contestor is liable to pay the penalty up to an amount which would satisfy the possessor of the document. S. Florence 1639(2507), which I have placed under type 1, has a similar phrase H, but in that instance the former owner will pay the silver and grain penalty. P. Vienna 10150 + 10152 utilize phrase H with a 5 kite penalty expressed, but the contestor pays the sum.

In actual practice, it is most unlikely that the contestor who made the claim upon the property could be forced to make a penalty payment. This type of penalty clause introduces a third party who could be made liable to inclusion in a contractual agreement without his consent; this is not seen elsewhere in Egyptian legal practice. What then is the purpose of this type of penalty clause? The documents in Table 8 are of a type where the contesting of the property would not normally occur (i.e., gifts, self-sales, etc.). This type of penalty clause is perhaps, a legal mechanism whereby Party A is not held responsible for guaranteeing legal title to the property in the future. Thus the alienor of the property is relieved of the implied duty to protect claims, because the document says some party other than the alienor is responsible.

6.3.4 Type 4 : Procedural Penalty

This type of penalty clause acts entirely in a procedural manner. If a claim is made, the former owner will protect the owner and will insure that no further claims can be made. Phrase M is often utilized in this type of penalty clause. The use of *w'b* "to be clear" appears to parallel that of *n'* and *wy*. Phrase D in this type indicates that the legal rights are to be protected by whatever means available. We are to understand that some legal procedure follow, such as going to court, producing witnesses, etc., in order to protect all legal rights. Note the examples in P. BM 10450, P. Louvre E. 9294, and P. Louvre N. 2430, where the pattern is A D E D. If alienor fails to protect the property rights, he will "cause him to be far" a second time. Earlier I noted (Cruz-Urbe, 1980a, p. 124, no. 12) that Bédit and Malinine believe that this clause does not make any sense as it stands and, perhaps, one needs to understand the omission of some phrase meaning "by forceful means," or the like. I assume that a phrase similar to: "If I do not make him relinquish claim (immediately and automatically, i.e., perforce), without delay and without a blow (being required against me to get me to do so)" was intended. It seems certain that *wy sh (nb)* "without (any) force" is subjective with respect to the speaker and refers to this mode of meeting the obligation, i.e., of necessity, without procrastinating and without having to be forced in any way. Ptolemaic documents routinely include the phrase *itw sh* "without force" (Zauzich, 1968, p. 149, no. 129) in their concluding clauses, and this practice derives at least from the Persian Period, where it is attested in P. Louvre N. 2430:7.

TABLE II

Type 4 : Procedural Penalty Clause

P. Rylands I	A D (like M) J + oath	sale of offices
P. BM 10117	A D M	sale of land
P. Bibl.Nat. 223	A D M	sale of slave
P. Turin 2123	A D M	gift of 1/2 house
P. Turin 2126	A D L	sale of house
P. BM 10450	A D E D	sale of inherited property
P. Louvre E9294	A D E D	sale of inherited property
P. Sorbonne 1276+1277 [A] D M		sale of slaves
P. Louvre N2430	A D E D	<i>sh n wy</i> for a house

P. Turin 2123 is a gift document in which a man gives to a woman one-half of a house, which would lead us to expect a penalty clause of type 3, rather than type 4. The man and the woman are married, however, which may explain this variation. The husband was probably bound under the marriage agreement to guarantee ownership of joint property. If so, then he could not use type 3, because liability is limited in that type of penalty clause, while type 4 is not limited.

6.4 CONCLUSIONS

Penalty clauses have in common a clause of claim in which someone contests the legal rights of Party B of the document. Each of the four types also includes a clause of action, whereby some action occurs to the benefit of Party B as a result of the contesting of the legal rights of Party B. Sale documents are normally only found in type 1 and 3. Marriage documents are exclusively type 2, but that naturally follows my redefinition of the divorce clause of marriage documents as a clause of claim. It is clear that each of the four types of penalty clauses functions in the same manner, despite their widely varied forms. Their intent and purpose, i.e., protecting the rights of Party B, remain the same, regardless of form. We should also note that failure to include penalty clauses occurs in two sale documents, P. Rylands 6 and S. Louvre C 101. Although sale documents in all other cases have penalty clauses, their absence in these two does not lessen the property rights of the new owner.

Several other aspects should be considered. While sale documents are not restricted to any single type of penalty clause during the Saite and Persian Period, a marked difference occurs in the Ptolemaic Period. Of the 159 Ptolemaic demotic documents of sale discussed by Zauzich (1968), both *sh* (n) *gb3-hd* and *sh* = *wy*, only two use type 1. The remainder use type 4. Penalty payments are common in the sale documents of the earlier periods, yet they are seldom found during the Ptolemaic Period. It should be noted that in addition to the two examples cited in Zauzich's work, there are two other Ptolemaic sale documents with penalty payments: P. Reinach 6 and 7. Both of these documents deal with the sale of cattle. Because the Ptolemaic usage when dealing with sales is so different from the earlier Egyptian practice, the use of the earlier tradition for P. Reinach 6 and 7 is most unusual. We have no clues as to whether it was simply a regional or scribal variation, or a conscious attempt at archaizing.

The two lease documents with penalty clauses from the Saite and Persian Period (P. Loeb 45 and P. Louvre E. 7837) share two things in common: they are written by the lessor to the lessee and they state that if the lessor fails to abide by the terms of the lease, the lessee will receive a penalty payment. In the eleven Ptolemaic leases from the Turin (Botti, 1967) and Philadelphia (Amir, 1959) archives, none have penalty clauses which state that if the lessee fails to perform the lease, he must pay a penalty. The difference between the leases of the Saite-Persian Period and the Ptolemaic ones stems from the nor-

mal practice of having the inditing parties, the indebted ones, write the lease in the Ptolemaic era. This, of course, influences the language and appears to favor the silent party. On the whole, early leases tend not to have penalty clauses, while Ptolemaic ones do. For further discussion see Hughes (1973).

In view of the above comments, the penalty clauses, perhaps, should be divided into only two groups: A (types 1, 2 and 3), in which a penalty payment is a factor, and B (type 4), where legal procedure is emphasized. Almost 75% of the documents showing penalty clauses invoke a penalty payment. Even so, an almost equal number of documents exist from the early periods (gifts, loans, divisions of property, leases, etc.) which do not have penalty clauses. This strongly suggests that penalty clauses were not an absolutely necessary portion of every legal document, though a common one.

Chapter 6

THE EGYPTIAN PRINCIPLE OF OBLIGATIONS

6.1 THE CONCEPT OF NOTWENDIGE ENTGELTLICHKEIT

Any discussion of the legal formulas and concepts of the Saite and Persian Periods must begin with an analysis of Seidl's *Ägyptische Rechtsgeschichte der Saiten- und Perserzeit* (1968). The major hypothesis put forward by Seidl in his insightful work is his concept of *notwendige Entgeltlichkeit* (pp. 45-50).

Put simply, this concept requires that anyone who acquires property must give to the alienor a just consideration in order to gain legal title to the property. Once the consideration has been given, the acquisition of that property and the legal rights to that property are valid. Pestman (1960, pp. 18f.) states that the entire system of Egyptian law may be based upon this concept. Seidl himself notes that this concept is not restricted to sale documents, but dominates all documents in which legal rights to property are transferred. In the case of sale documents it is important to establish that the alienor has agreed to the consideration so that the transfer of property rights may take place. Seidl says this is accomplished by use of the phrase *ti.k mty ḥ3ty.y n p3 ḥd* "you have caused my heart to agree to the silver," and sale documents are characterized by this phrase.

6.1.1 Applicability to the Egyptian Scheme

Several of Seidl's arguments can be further clarified. First, the concept of *notwendige Entgeltlichkeit* does fit all sale documents. When one sells a piece of property, the transfer of legal rights and possession of the property takes place after the alienor receives some form of consideration. Second, sale documents contain the phrase *ti.k mty ḥ3ty.y*. Seidl may also be correct when he argues that in the case of property given over as an endowment (e.g., P. Louvre E. 10935), for which no money changes hands, the consideration consists of benefits from future actions transferred to the endower. Failure to perform the duties would invalidate the transfer of ownership.

6.1.2 Non-applicability to the Egyptian Scheme

Serious problems, however, arise if we attempt to apply this concept more widely, since it is not applicable to gift documents. When one gives to another a gift, full transfer of property rights occurs.

For example, in P. Vienna 10150 *Ns-p3-mty* gives one-third of several offices to the woman *T3-sr.t-n-r'h*. This document includes the various transfer and penalty clauses which are regularly seen in sale documents, yet it is clear that property has been turned over without consideration.

P. Turin 2127 introduces a man who gives one-fourth of the income of an office to a woman for a year. The woman must perform the duties of the office during that time. Seidl (1968, §. 20) argues that this is simply the establishment of a *Mitberechtigung*, and since the woman performs a service, a consideration is involved (following his argument of p. 49). However, the giver of the portion of the income receives no consideration; consequently, his action cannot be construed as one which follows the concept of *notwendige Entgeltlichkeit*.

P. Turin 2125 is a document in which a piece of property is given away, while P. Turin 2123 involves the giving of one-half of a house. While both parties in the latter agree to share maintenance expenses, no consideration is involved. P. Rylands 2 mentions the gift of a building site, and again there is no compensation mentioned.

Each of these documents suggests that the legal rights to some property were transferred without any formal consideration. The same might also be argued for §. Bibl. Naz. 216 and 217, where a mother sets up the future property rights of her children. The mother receives no consideration for her act and yet the rights to her property are clearly transferred (Cruz-Urbe, 1979). In my discussion on clauses of transfer and possession, above pp. 54-60, I demonstrate that property rights and ownership were passed on in both sale and gift documents in the same manner and that the phrase *ti.k mty h3ty n* was not involved in that process.

One should also note that the phrase *ti.k mty h3ty n* is not restricted to sale documents, but it and the related clause, *h3ty mty n-im.w, a* found in a variety of other documents. For a complete discussion see chapter 2 above.

6.2 PRINCIPLE OF OBLIGATIONS

These anomalies suggest that we must look in a different area to find a principle which can apply to a variety of documents and situations. To this end I offer below an outline and discussion of what I term the Egyptian Principle of Obligation. This principle is not new. Revillout (1883, 1886 and 1903) suggested that the Egyptian system of law was based on a scheme similar to the Roman law of obligation. Revillout had difficulties at times in understanding crucial parts of many documents (some of which I consider in chapter 1), and consequently, his incorrect readings often led him to faulty conclusions. I believe that Revillout was correct in his approach, however, and that a new examination of the material, using Revillout's premise as a starting point, is in order.

In the following paragraphs I will provide a discussion of obligations within the Egyptian context. I have used as a basis for my discussion A. Brown's outline and discussion of obligations in Roman law (1872) tempered by Thomas' discussion (1976). I have also included pertinent references to Seidl on Egyptian law (1962, 1968, 1973) and Taubenschlag on Graeco-Roman law in Egypt (1955). In addition, Watson (1965, 1968) and Pugsley (1972) on the Roman law of property and obligations were consulted.

I have included discussions of Egyptian documents in order to illustrate various points. Within the discussions I have applied the topic of obligations to all of the documents discussed in chapter 1 and to a variety of categories of other texts in order to see the applicability of the principle of obligations to the Egyptian context. It is my hypothesis that a majority of the documents which survive from the Saite and Persian Period were composed through necessity of some obligation.

6.2.1 *Idea of Obligations*

The idea of obligations is exemplified by the following situation: a principal party, often Party A of our documents, is under obligation to a second party, often Party B. A document is prepared on the authority of Party A and it offers some control to Party B over Party A by specifying the obligation to be performed. The obligation is normally limited in scope so that it refers to a limited, if not very specific, part of the resources or person of the parties involved. In the cattle documents this is usually restricted to property rights over cattle, as specified by each document.

The very nature of an obligation imposes a restriction on some aspect of the personal liberty of the parties, principally Party A, as he has drawn up the document and is subject to the legal rights of Party B. The obligation can only be expressed by the voluntary cooperation of the parties involved and the acts which lead to the obligation appear in all cases to have occurred according to the will of the parties (Taubenschlag, 1955, pp. 312-314). Seidl (1968, pp. 46ff.) suggests that the expression of volition in Saite and Persian Period demotic documents indicates a major legal evolution over the documents of earlier periods.

The act of volition is clearly apparent in sale documents, whereby one party gives a cow to another who is then obligated to pay for the cow in return. The obligations generated by these acts are entered into willingly by both parties.

6.2.2 *Economic Value*

The documents themselves do not define the economic value of the objects involved (either physical property or abstractions, such as an office). In the sale documents of the Saite and Persian Period the price or value of the objects sold

never appears. The monetary value specified in the penalty clauses may, or may not, be related to the price of the cow.

6.2.3 *Origins of Obligations*

All obligations in Ancient Egypt have their origins in *hp* "legal right." The term *hp* in Egypt has been discussed by Nims (1946) who has shown that it has a wide variety of meanings, including "custom, duty, law," but especially "right." Theodorides (1971, pp. 320-21) notes that while we have no code of laws from Egypt, "law" was embodied in statutes and its application was coherent. In the "Rules for the Vizier" found in the tomb of Rekhmire (Dynasty 18), the vizier is admonished to act in accordance with *hp* and to listen to every petitioner "in accordance with *hp* which is in your hand" (Urk. IV, 1111/1-2). In theory, "law" was simply part of Maat, the correct world order, created by the gods and placed in the custody of the king. In practice, "law" was a structured system with elaborate procedures. How these procedures changed with time, or what the exact procedures were, remains only partially understood, but it is clear that the law was not static. Roman law obligations were separated into two spheres, depending on whether they had their origins in civil or natural law. Such a distinction between "civil law" and "natural law" does not appear to be consistent with the Egyptian system.

6.2.4 *Legal Competency*

Any individual in Egypt has the capacity and/or competence to be party to an obligation (Thomas, 1976, pp. 238ff.). I have shown that this applies also to native-born slaves whose legal rights are only partially abrogated during slavery (Cruz-Uribe, 1982). The system of slavery itself can be viewed in terms of bilateral obligations between owner and slave, as detailed, for example, in P. Rylands 3-7.

6.2.5 *Fulfillment of Obligations*

Every obligation under the Egyptian system which exists between two parties contains within itself the power to seek fulfillment of the intentions of the obligation. With respect to cattle documents of sale, the sale of the cow obligates the seller to transfer the legal rights over the cow to the buyer. It is also possible to satisfy an obligation by means of an oath, as seen with P. Louvre E. 7861 and P. Cairo 50145.

Self-remedy is an inherent part of each obligation. The remedy stipulates the legal redress for a violation of the terms of the obligation. In each of the sale documents above (Doc. 2, 3, 7-10, 14-18) responsibility for redress is laid upon the alienor. Each of these documents contains a series of penalty clauses providing for the protection of the rights of the buyer. The parties to an obligation are able to seek redress for failure to fulfill the intentions of the obligations. P. Cairo 50059/7-8 shows that one party simply wrote to the other to get

satisfaction or, as in P. Cairo 30557, each party simply spoke to the other. Going to court ■ obtain redress is also attested (e.g. Doc. 4, P. Loeb 43 and P. Vienna 10151) and is the right of either party to an obligation. Every time someone attempts to make a claim on the property, the new owner retains his rights under the continuing nature of the obligation.

In other documents dealing with obligations the self-remedy is often clearly stated. In Doc. 12, after the exchange of two cows, the same penalty clauses are given. Doc. 13 contains a series of clauses, guaranteeing the performance of a stated obligation. In Doc. 6 a man pays the owner of a cow, used for plowing for one year, and receives protection from future claims which might be filed against him for the fee. Likewise, in Doc. 4 protection from future claims is given: a court case has been settled and the winner (Party A) agrees ■ the remuneration and obligates himself to protect the losers (Party B) from any future claim in the matter.

Thus it appears that a written document is not, in and of itself, a requisite component of an obligation. The obligation can exist without a formal document. In Ptolemaic and Roman law both oral and written agreements were legally binding and in common use (Taubenschlag, 1955, pp. 301-303).

6.2.6 Gifts

In the Roman law of obligation the idea of a gift (*donatio*) excludes any consideration or *quid pro quo* (Taubenschlag, 1955, pp. 399-401, Thomas, 1976, pp. 191-194). In the Egyptian system the same appears to ■ the case. In P. Turin 2125 a brother gives to his sister a *wsh.t*, while in P. Turin 2123 one-half of a house is given as a gift to another. In each case no exchange or receipt of money or goods is suggested, and the document may seem at first superfluous. Yet when the donor (Party A) provides the gift and transfers it to the recipient (Party B), an obligation arises between the two parties, one freely entered into. Party A, in transferring the property, must also transfer the legal rights over the property to the recipient. The two documents listed show this and serve as testimonials to the gifts. The important thing which remains is the fact that with a gift, the recipient is under no legal obligation. In reference to Seidl's concept of *notwendige Entgeltlichkeit*, we should note that the act of giving the property is unilateral and no *quid pro quo* (consideration) is involved. When Party B receives the gift, he puts the old owner under an obligation to transfer legal rights. It is interesting to note that the giver of the gift is not required in certain cases ■ guarantee title in the future. See chapter 5 for further discussion.

While it is clear that no legal obligation falls on the recipient to provide a *quid pro quo*, there was a strong social tradition which called for a reciprocal gift to be made. My arguments are made in order ■ point out the lack of legal necessity for a *quid pro quo* ■ the case of gifts and not to suggest the same in the

social sphere. Janssen's recent discussion on gifts (1982) should be consulted for the social pressure involved in gift giving.

6.2.7 *Parties to an Obligation*

People become parties to an obligation by means of an event (such as a sale of personal property). The relationship established by the obligation may be composed of several parties, that is, Party A or Party B may be more than one individual. When several individuals are liable, their liability is equally binding, unless stated otherwise. The phrase *iwj.n n p3 s 2, lil*, "between us as two persons," is found in the documents (e.g., Doc. 1).

One must assume that each individual has an equal share in the obligation (Thomas, 1976, p. 302). In some documents it is specifically stated, as in P. Bibl. Nat. 216/4-5 and 217/5.

6.2.8 *Liability of Parties*

Roman practice suggests that each debtor to a joint debt was liable for the total debt, but the debt may be extinguished for both when only one member makes full payment (*duo rei promittendi*, Taubenschlag, 1955, p. 305). "The question as to the rights of a debtor who paid the whole, against his co-debtors, or as a creditor against that of the creditors who received full payment, depends on the internal relation among the debtors or creditors, respectively" (Berger, 1963, p. 446; also Thomas, 1976, p. 257). However, in P. OI 26261 (Ptolemaic document from Hawara, unpublished) we see how one party of a joint debt pays half the debt independently and satisfies his share of the debt in full. This suggests that Egyptian practice recognized only the notion of joint debts with each party separately liable for their equal shares. (I thank George Hughes for this reference.) To this may be added an example from the Roman Period O, MH 520 (Lichtheim, 1957, p. 57), where one-half of a joint debt is paid off and the creditor releases one of the two co-debtors from the obligation.

Doc. 13 also shows that one's children (heirs) can be bound to an obligation of their parents and that this obligation, if not fulfilled during the lifetime of their parents, falls to the children after their death. P. Philadelphia 5/9 (Amir, 1959) shows that the same practice was followed during the Ptolemaic Period.

In classical Roman law the opposite is the case, as obligations could not be assigned (Thomas, 1976, pp. 247 and 309), but see Taubenschlag (1955, pp. 417-419).

6.2.9 *Agents*

Other parties often take part in an obligation: one or both parties may use an agent (*rw*) who is empowered to act in *rw* matters. Doc. 5 gives the phrase; *iw p3y.k rmt p3 at nhj r-r.u*: "whereas your man is the one who is empowered concerning them." For further discussion see Pierce (1972, pp. 151ff.), Taubenschlag (1955, pp. 307-312) and Seidl (1962, pp. 156ff.).

6.2.10 *Performance of an Obligation*

As mentioned above every obligation occurs as the result of certain voluntary acts between two parties. Once an obligation exists, both parties are affected, with the debtor (often Party A in the documents) usually having his liberty restricted by the terms of the obligation. The content of the obligation consists of those terms by means of which the performance by the parties involved can occur (also known as *prestatio*). Performance divides itself into several varieties. In Doc. 4 where a party has won a lawsuit, party A declares that he will forbear from any further litigation in the matter under penalty. Likewise in Doc. 6, Party A has received remuneration for the use of a cow. He then forbears from making any future claim upon Party B for further remuneration. In Egyptian practice this entails the producing of an instrument to protect the property rights of the new owner, as well as being liable to guarantee clear title to the property in the case of claims made in the future.

6.2.11 *Quality of Time*

Performance is contrasted in terms of being momentary or continuous. Time is an essential element of Egyptian obligations and all are continuous in nature. Time may be of one of two qualities: limited or unlimited. Limited time is determined by some fixed period or event which will or must happen. An example of this can be discerned in demotic lease documents (e.g. P. Loeb 45 or P. Louvre E. 7845A). In the latter land is leased for one year (from year 17 to 18 of Amasis), the fixed period of the lease. Payment for the lease is due "when harvest has occurred," usually an unspecified date, but nonetheless one which always occurs every year (see Hughes, 1952, p. 20, no. 1).

The other quality of time is unlimited, either by being perpetual or indefinite. Perpetual time may best be seen in slave documents (e.g. P. Rylands 3-7), where the slave obligates himself "forever" and the owner does likewise. "Indefinite" refers to the fact that something may happen, but also may not. Thus the penalty clauses have the phrase: "As for the one who shall come ..." We are to understand that someone may come to contest the legal rights of one party to the obligation, but it does not mean that such a contest is inevitable. The penalty clauses are there only for the former condition and are thus indefinite in nature.

6.2.12 *Time of Performance*

The time of the performance can be immediate or deferred. Once an obligation is entered into, it is incumbent on the parties, in certain cases, to perform immediate actions. In sale documents this is normally the immediate transfer of ownership and the assigning of property rights (*praesens obligatio*). In addition, performance is deferred as in the penalty clauses, since they normally refer to events which may or may not occur in the future. By definition all documents of a legal nature have deferred time qualities, as any document may be used in future litigation to prove or disprove a claim or legal right. This time quality may or may not be the same as the main time quality of the obligation as a whole, as discussed in chapter 2. Thus, in a divorce document (e.g. P. Berlin 3076), the principal time quality revolves around the future rights of the woman. There the time is of a deferred nature, whereas in a sale document (e.g. Doc. 2), the principal time quality is immediate.

6.2.13 *Divisibility of Obligations*

In Roman law the performance of an obligation is considered to be divisible by nature, while the condition is indivisible. Thus, one or more parties can be part of one side of an obligation and perform the terms of the obligation, but the terms themselves are not divisible. If there is any performance, there must be complete performance to extinguish the obligation. As the conditions or terms are indivisible, there exists an actual joint obligation, independent of the will, i.e., *ipso jure*. This is the second ground for a joint obligation, just as an act of will was the first (Brown, 1872, p. 65).

In Doc. 13, if the single person who is under obligation dies, his heirs inherit the obligation (perhaps the same situation is also to be seen in the fragmentary P. Loeb 48). Thus an obligation entered into *in solidum* has by procedure become divisible. The example from P. OI 25261 (quoted in section 6.2.8), however, suggests that the terms of an obligation may be divisible. As one party to a joint debt pays off that portion independently, the terms of the joint debt appear to be divisible. The obligation as a whole was not fully performed, only one portion.

6.2.14 *Performance by Alternate Action*

Performance is strictly limited in scope and defined by the contents of the obligation, that is, it is determinate. In some cases, however, the option of alternate action may arise. For example, in Doc. 14 a penalty clause states that, if X does not give a replacement cow, X will give "five kite of silver of the treasury of Ptah, refined." In the Persian Period, while coined money still did not exist in Egypt, a national standard of sorts had been adopted, that of the treasury of Ptah at Memphis (Malinine, 1953, pp. 25f.). While not attested in any document, one might assume that, if a person did not have five kite of sil-

ver on hand, he might pay in commodities of equivalent value, such as grain, services of slaves, etc. (Peet, 1932). In this case the receiver of the alternate goods would have to agree to their value for the obligation to be fulfilled.

6.2.15 *Definition of Contracts*

Pierce (1972, p. 83), in his discussion of demotic legal documents from the Ptolemaic era, maintains that a distinction needs to be made between a contract and an instrument. "The contract was concerned more with defining the arrangement intended by the parties than was the instrument, which is best understood in light of eventual litigation to obtain enforcement of the contract." Thus, the contract established and defined the obligations, while the instrument recorded and sanctioned them. Seidl (1968, p. 9) states that the legal documents which survive from the Saite and Persian Period are not contracts, but rather unilateral declarations (*einseitige Erklärungen*). Seidl does recognize that agreements were probably oral and notes the binding effect of oral agreements, in particular, the use of oaths.

Keeping both Pierce's and Seidl's remarks in mind, we might formulate the following definition of a contract in the Egyptian system: an agreement has been freely entered into by two parties. This agreement produces some obligation and the establishment of an artificial relationship between the parties. In addition, the means by which the obligation may be performed are defined. The contract is that joint agreement is the same act of will from which the obligation results.

6.2.16 *Variety of Contracts*

Contracts appear in several varieties. One variety rests on the internal extent of the contract. There are two types, unilateral and bilateral. In a unilateral contract one party is creditor and one is debtor. An example of a unilateral contract is the giving of a gift from one person to another. In this case the gift giver acts as the "debtor," while the recipient is the nominal "creditor." Another example is the conditional gift ("I will give to you X, if you do Y"), as seen in P. Turin 2127, where a woman is given a portion of an office for a year on the condition that she performs the required rituals. is a bilateral contract, such as sales of private property, each party is both creditor and debtor. The same is true for leases, where each party to the lease has rights and obligations to perform.

Another variety of contract depends on the external purpose or end of the contract. There are two types: a) gratuitous, where the benefit of the contract extends to only one party, or b) onerous, where mutual advantage of both parties is provided for. An example of a gratuitous contract is found in the division of property shares by a parent to a child (e.g. P. Bibl. Nat. 216 and 217 and P. Turin 2126). An onerous contract may be seen in loan agreements (e.g., P.

Loeb 48). Lastly, all contracts are efficacious, that is, they result in some action. In interpreting the contract we must presume the end result will be the discharge of the obligation. We should also note that each contract consists of several parties who must be present to achieve the agreement of wills. Either party may use an agent or agents to initiate the contract and oversee its performance.

6.2.17 *Strengthening of Contracts*

A contract may be strengthened (made more self-fulfilling) by a number of means: a) a pledge of collateral as security towards the fulfillment of the obligation as seen in Doc. 13 (Taubenschlag, 1955, pp. 411-417); or b) an oath (Wilson, 1948, pp. 144ff.). The latter is more typical of abnormal hieratic documents, such as P. Louvre E. 3228b + e. Most commonly, c) a penalty clause is added whereby the debtor is induced to perform. The penalty clause is complex in nature, as it not only calls for an action to be performed, but also reserves the rights of the creditor to have the obligation fulfilled (as in Doc. 7). The lack of a penalty clause does not lessen the obligation of the indebted party to fulfill the contract.

Does this mean that the rights of the individual are not protected? One could argue that the main purpose of the document is to define and protect the rights of the recipient and hence the absence of penalty clauses may not be significant. The obligation, by definition, describes the scope of the relationship and the rights of the parties involved. As I mentioned above, not all obligations were written down, some being oral in nature. I would conclude that the omission of the penalty clauses from the written document does not preclude the rights and acts of redress from being a part of the obligation. If viewed in this manner, we can understand how P. Bibl. Nat. 216 and 217, with no penalty clauses, can stand side by side with P. Cairo 50058, where clauses are listed. There would be no inconsistency in the rights of the parties involved, only an inconsistency in what is formulated in the documents.

In P. Turin 2125 a brother and sister appear to act as partners in the maintenance of a *wsh.t* of their father, each sharing the duties and responsibilities. In Doc. 1 we find two soldiers sharing the cost and ownership of a cow between them equally. Likewise, they share the profit and loss. In addition, in P. Bibl. Nat. 216 and 217 two children each receive a half share of their mother's property and are obligated to provide equal shares for any other children that may be born to their mother. In each of these cases no penalty clauses occur, yet the idea of a partnership insures the equal rights and responsibilities of both parties, depending on the terms and intent of the partnership. Thus, if a liability is incurred by the partnership, all members are equally responsible to discharge it. One party of the partnership cannot be sued and held solely responsible for the liability of the partnership. Thus, in Doc. 4, the cultivators of Edfu were sued as a group to provide compensation (Thomas, 1976, pp. 255f.).

§.2.18 *Weakening of Contracts*

A contract may be weakened (made an impossibility) by means of an act of one party. In Doc. 13 a cow has been placed in the care of one party. It was killed and the obligation could not be fulfilled. However, in that circumstance a new obligation was put in its place. This new obligation allowed for the satisfaction of the owner of the cow, as well as for the extinguishing of the obligation.

§.2.19 *Unilateral Declarations*

In the Egyptian system a document is normally produced which serves to define and provide the basis for the performance of the obligation. These documents are phrased as unilateral declarations by one party to the other. Normally the "debtor" is the party who authors the document. With certain contracts either party may be the author, such as in marriage documents, leases and loans. In sale documents the alienor authors the document, while in gift documents the giver performs that duty. The presence of witnesses shows us that the documents were produced in the presence of both parties. The tradition of unilateral declarations goes back to earlier periods in Egyptian law (Seidl, 1951, p. 30), but we should note that examples of bilateral declarations are also found. In the Middle Kingdom tomb of Hepdjefa (Griffith, 1889, pl. 6-8), a series of agreements between Hepdjefa and various people are noted, with Hepdjefa contracting for services and the other parties agreeing to perform those services. See also Hughes (1952, pp. 25-27).

Klaus Haer (personal communication) has suggested that perhaps there is a relationship between the obligation and which party authors the document. In divorce documents the person instigating the divorce would probably write the document. In a loan, the borrower would produce the document. In a gift, the giver would serve as author of the document, as that person is unilaterally acting and making an obligation. Likewise, in divisions of property, the parent is acting and thus describes the situation in the document. In sale documents, the alienor always authors the document. Perhaps we are to understand the relationship between the two parties in this manner: the buyer pays the price of the property (be it a cow or piece of land) and receives it, while the alienor is obligated to pass on the property and the rights over it. This obligation is given tangible form by the document. The alienor is the one who prepares the document, because he is obligated to pass on the property rights.

In other documents the determination as to who authors the document is less certain. In certain marriage documents, where an endowment for the woman is established (e.g. P. OI 17481), the man would author the document, but in regular marriage deeds (e.g. P. Berlin 3078 and 13614), either husband or wife could do so. In pre-Ptolemaic times either party can serve as author of the lease.

These last two types of documents (marriage and lease) bring out the distinct bilateral nature of those two agreements. In both cases, obligations of one party under the agreement endure as long as the obligations of the other party. Unlike sale documents, where the obligation of the buyer to pay the purchase price can be settled quickly, the alienor has obligations which carry on for an indeterminate length of time. In marriage and lease documents both parties are always the obligated party. Thus, we can conclude that the obligated party was the one who authored the document. This conclusion would agree with Revillout (1883), but see further the discussion by Hughes (1952, pp. 76f.) The writing of contracts by the obligated party is outlined by Diodorus Siculus (I, 79; see Burton, 1972, pp. 213ff.).

The main point is that the documents which we have are not themselves the contracts entered into by the parties. The contract is agreed upon orally by the parties, and when that has taken place, an obligation arises, as well as the terms for its performance. Thus, it is the oral agreements which were binding, while the written document was secondary. Between the New Kingdom and the Roman Period, the importance of the written document increased.

6.2.20 *Delicts*

Contracts are one source of obligations, delicts are another. Delicts are violations of a right, resulting in obligations (Taubenschlag, 1955, pp. 429ff. and Seidl, 1962, pp. 169ff.). Doc. 4 provides an example in which the party who has paid a compensation for a delict receives a release. A cow was taken from the father of a man who sued for restitution, won the case, and has received his restitution. Doc. 4 is interesting because it suggests that although the loser of a lawsuit pays his "penalty," he may not be *ipso facto* free from further claim. Rather, the winner has to release him through a document acknowledging receipt of the "penalty."

6.3 *CATTLE DOCUMENTS AND THE PRINCIPLE OF OBLIGATIONS*

In the following discussion Party A is the person(s) who author the document and address it to the other individual(s), Party B.

6.3.1 *Documents concerning Sales*

Documents 2, 3, 7-11 and 14-18 all involve the sale of cattle. In each case two parties agree on a sale; one gives the cow and in return receives the money for the cow. Some variations exist. In Doc. 7 the right to one-half of a cow was sold; in Doc. 9 a cow and her calf were sold, while in Doc. 17, two cows and one calf were sold. Once the sale takes place, an obligation arises and Party A, the seller, takes steps to perform the obligation. The document bears witness to the immediate transfer of property rights to Party B (in Doc. 7 only one-half of a

cow is involved, so rights to one-half of a cow are transferred). In each case penalty clauses are enumerated for the protection of the property rights in case of future litigation. All of the sale documents note that Party A will guarantee clear title for Party B in the case of claims made in the future. This scheme also appears in P. Reinach III and 7, P. Lille (Menu), and the abnormal hieratic document P. Vienna 12002. The latter is from the early Saite Period, while the other two are cattle sales from the Ptolemaic Period. This description of the obligations involved with sales can be applied in each of the sale documents listed by Seidl (1968, pp. 19-20).

6.3.2 Doc. 1 and the Role of Partnerships

At some point prior to the writing of Doc. 1, Parties A and B purchased a cow as partners. Having equally shared the cost of the cow, as partners they also share ownership over the cow and a claim to any profit and/or loss involved in the ownership of the animal. We must hypothesize that following the purchase of the cow, a sale document was produced and that this document was entrusted into the hands of Party A of Doc. 1. As he held that earlier document, Party A became obligated to specify what property rights Party B had in regard to the cow. Thus an instrument was produced by Party A. The purpose of Doc. 1 was simply to specify the property rights of Party B, considered a *communio pro partibus indivisa* by Seidl (1932, p. 435).

Doc. 1 begins with the phrase *mtw.k p3y(y) hbr n p3* "you are my partner." The phrase *hbr n p3* (lit., "friend of a division") should be compared with the phrase *iry n p3* (lit., "companion of a division") in #. BM 10120B and P. Louvre E. 7843. The word *hbr* is frequently found with the meaning of "partner, business associate," (e.g. in P. Louvre E. 7836 and 7837 and P. Loeb 47). P. Loeb 47 describes the existence of a partnership between two parties (Malinine, 1960), beginning: *mtw.k p3y(y) hbr n i3y i3y 10*, "you are my partner in these 10 geese." This parallels the use of *hbr n p3* and *iry n p3* above. The example in Loeb 47 probably is a shortened form of the former phrase. These phrases are to be understood as describing the existence of a partnership between two or more persons, followed by a mention of the property which the parties share (Malinine, 1953, pp. 109f. and 1968, p. 90). In Doc. 1 this is a cow.

In Doc. 1 we should note that no penalty clauses are found. If a sale document existed for the original purchase, it would have included penalty clauses, as is normal. Presumably both of the partners' rights to the cow as a whole were protected by the penalty clauses in such a document. In P. Loeb 47, P. BM 10120B and P. Louvre E. 7843, where partnerships are also enumerated, penalty clauses also do not appear.

Doc. 7, the sale of one-half of a cow, may not be considered a partnership (contra Seidl's suggestion, 1968, p. 66). The penalty clauses are included there

for the protection of the half belonging to the new owner, and further profit and loss are not shared between the two. Rather, the new owner of the half gets possession of all calves which will be born in the future. It is very probable that the new owner already owned the other one-half and in this document was purchasing the rest of the cow. The cow is stabled in "our stable" suggesting that the two parties also jointly owned other property. Even so, it is clear that they are not partners in regard to this cow (Thomas, 1976, p. 300). Perhaps Doc. 7 was the result of an *actio communi dividundo* (Berger, 1953, p. 342).

P. Louvre III, 3228d and P. Turin 2118 (abnormal hieratic documents) are sale documents where property (a slave in the former, land in the latter) is being sold by two people to a single individual. As co-owners they may sell the property together or in shares. That they sold it jointly suggests they were acting as partners. A major factor in a partnership is its voluntary association. See Seidl (1966, §. 66), Taubenschlag (1955, pp. 389-393) and Berger (1953, p. 708) for further discussion.

6.3.2.1 Marriage as Partnership

Marriage documents (e.g., M. Berlin 3078) can also be seen as examples of partnerships. Normally they do not have penalty clauses and in ancient Egypt the institution of marriage involved obligations incurred by both parties for the duration of the partnership. Just as *irt n pš* "companion of a division" is used as a term for "partners," the phrase *irt n hms* "companion of sitting" refers to one's spouse (Peatman, 1961, p. 10, no. 3). Special considerations are necessary when transactions between married partners occur, as in the case of P. Turin 2123: a man has given his wife one-half of a house and instead of a normal gift document, he employs one with penalty clauses, perhaps needed to clearly define legal rights to property. In any case, although marriage and partnerships were similar, they were not exactly the same.

6.3.3 Doc. 6 as Remuneration for a Loan

Doc. 6 is the payment of a loan (or perhaps payment for a lease, though that is less likely). P3-w3h-Imn has given Bw-rh.f a cow in use for plowing for one year. When the cow was given to Bw-rh.f, an agreement was presumably reached concerning use of the cow, care for the animal, etc., and these stipulations were perhaps included in a now lost document (or were oral). Alternately, the two men were acting as partners, freely giving the animal for an implied share of the profit. Either case is possible. Our document testifies that Bw-rh.f has remunerated P3-w3h-Imn. Money seems not to have been used, as we would expect a phrase including *hḡ* "silver," instead of *ḡb.t* "remuneration." More likely, Bw-rh.f used a share of the crop to remunerate P3-w3h-Imn. Our only clue as to the relationship of the two men is the declaration that the cow had been given (*ti*), not leased (*šḥn*). This suggests a voluntary commitment by P3-w3h-Imn, and thus this document may indicate a partnership in action. Un-

fortunately, the document only testifies to the obligation *P3-w3h-Jmn* realized with *Bw-rh.f* and how he performed it for the protection of *Bw-rh.f*'s property rights.

In form this document shares characteristics with P. Berlin 13572 and P. Oxford Griffith 70 (Bresciani, 1975, p. 96). Both of these documents deal with payments and each begins with Phrase 1 (*ti.k mty h3ty(.j) = ...*), but the obligations do not need to be paid off with silver, as in Doc. 6 and P. Strassburg 5.

6.3.4 Leases

Although none of the documents presented in Chapter 1 were leases, a discussion of this type of document is pertinent at this time. Hughes (1952, p. 34) correctly pointed out that lease documents in the Saite and Persian Period were written by either the lessor or the lessee, apparently without difference in usage, and that in the Ptolemaic Period all leases from Upper Egypt were written by the lessee. He noted that Revillout (1853) incorrectly applied the Ptolemaic rule to the early documents. Revillout also believed all contracts were unilateral in Egyptian law. On the contrary, the discussions above suggest that in many situations, especially when dealing with partnerships, parties engaged in bilateral agreements. By definition obligations are joint agreements of volition. Hughes (1952, p. 35) states it well: "The very fact that either party might make out the lease was due to the very fact that neither party was solely obligated." Thus on the one hand, we have P. BM 10432, where fifteen men join together as partners to lease land from a priest, or P. Louvre E. 7839, where a beekeeper leases some land from a choachyte. In both cases the lessee acts as Party A. On the other hand, we have P. Loeb 45, where a man leases land to several others "to plow [the land] in partnership," or P. Cairo 50099, 50098, and 50102, where the lessor acts as Party A. In all cases Party A specifies the terms of the lease and enumerates each party's obligations. This would apply also to P. Louvre E. 7845A, 7836 and Cairo 31046. In none of these documents total property rights are not given, only usufruct of land for a specified period. For further discussion see Seidl (1968, pp. 67ff.) and Hughes (1952).

6.3.4.1 P. Louvre E. 7844

P. Louvre E. 7844 (Hughes, 1952, Doc. II; Malinine, 1951, pp. 128ff.) is termed by both its editors to be a lease. In actuality, it is more logical to understand this document as an agreement between a priest who has control of certain temple lands (of the endowment of Amun) and two choachytes for one year. These latter apparently agree to do the work and accept responsibility for oxen, seed, and labor. Hughes (1952, p. 21) noted that these three items were the customary obligations of lessees. The priest begins the document with an imperative, unique for these types of documents: "Do the work of the lands..." It is clear that the priest reached an agreement with the choachytes for working the land and then was obligated, as the apparent initiator of the action, to provide the terms of the agreement. The priest is the author of the document; he

receives one-third of the harvest on behalf of the endowment of Amun (not for himself), while the rest goes to the choachytes. The right of the choachytes to two-thirds of the harvest is protected by a penalty clause, not normal for a lease document. While work is being arranged, leasing of land is not the actual purpose of the document. In Roman law this would be a *locatio conductio operarum*.

6.3.4.2 P. Louvre E. 7833A

P. Louvre E. 7833A (Hughes, 1952, Doc. V; Malinine, 1951, pp. 143ff.) has also been taken as a lease. ■ appears this document should be understood both as a lease and as a declaration of agent status. In the first place, *Wd3-Hr* (Party A) gives (*ti*), not leases (*shn*), a yoke of oxen to *P3-ti-Mnf* on behalf of *Rry* (Party A's brother) so that *P3-ti-Mnf* can plow the land he leases. *Wd3-Hr* takes one-third of the harvest and assumes responsibility for the harvest tax. The remainder of the harvest is split between *Wd3-Hr* and *P3-ti-Mnf*, three shares for *Wd3-Hr*, as oxen and seed-grain were supplied by *Rry*, and one share for *P3-ti-Mnf* for the labor he performed. *P3-ti-Mnf* is liable for damages to the oxen, but they both share profit and loss for the fields to be worked. It is clear that *Wd3-Hr* ■ acting as his brother's agent for the oxen and seed-grain; he is personally leasing his own land in addition. As *P3-ti-Mnf* performs the actual work, he is liable for the care of the oxen he is using. Most interesting is that *Wd3-Hr* and *P3-ti-Mnf* are sharing profit and loss. This is decidedly to the advantage of both parties, especially to *Wd3-Hr*, for if a poor harvest resulted and he was unable to make payments for the harvest tax, he would be able to spread responsibility around. *P3-ti-Mnf* benefits from having the oxen and seed grain provided, the normal obligation of the lessee. As can be seen, this document is not a simple lease agreement.

6.3.4.3 P. Louvre E. 7837

P. Louvre E. 7837 (Hughes, 1952, Doc. VI; Malinine, 1951, pp. 89ff.) appears for the the most part to ■ a simple lease of land with an ox thrown in for use, but this is not the case. The lessor (*Wd3-Hr*) leases the land to *P3-ti-Mnf* (same parties as ■ P. Louvre E. 7833A) who is acting as a representative of a group of unnamed associates. The document notes that *P3-ti-Mnf* is the one who must use the loaned cow and not someone else (contra Hughes, 1952, p. 69, no. gr; he is also the only one liable for damages. The lessor authored the lease as he had other vested interests in this affair: besides owning the cow, he has to pay the harvest tax. Lastly, he guarantees *P3-ti-Mnf* use of the land, but if he changes his mind, he will pay *P3-ti-Mnf* a penalty of one deben of silver for breaking the agreement. This aspect of the liability of the lessor to the lessee is found in Roman law (Thomas, 1976, p. 298). Perhaps the arrangement was directly between *Wd3-Hr* and *P3-ti-Mnf*, as they had similar business dealings in other documents. The associates of *P3-ti-mnf* may have relied on him to get leases on good land, basing their association on that ability. Elsewhere we see *P3-ti-Mnf* also acquiring a lease (P. Louvre E. 7836, Hughes, 1952, Doc. IV) on behalf of his associates.

6.3.4.4 Terms for Leases

Taubenschlag (1955, p. 354) points out that during the Ptolemaic period Greek agreements for leasing land, performing services, or hiring another's labor, are grouped under a single term: *misthosis*. Roman law separates these into the three phrases: *locatio conductio rei*, *locatio conductio operarum*, and *locatio conductio operis* (Thomas, 1976, pp. 292ff.). In demotic documents the Egyptians use the term *shn* to refer only to the *locatio conductio rei* (leasing of immovable property). They, however, distinguish the other forms of agreements, but do not refer to them as *shn*. The meaning of *shn* has been discussed further by Theodorides (1975, pp. 249-251).

6.3.4.5 Subleases

Taubenschlag (1955, p. 385, no. 1) also notes that P. Louvre E. 7836 and 7839 (Hughes, 1952, Doc. IV and VII) are subleases. He argues that since the land being leased is part of an endowment, the lessor is actually subleasing it, since he does not own it and he has to pay a portion of the crop to the endowment. On the one hand, he is correct. However, it can be argued that since the lessor holds the land over a long period, perhaps even permanently, he can act as a free agent, leasing to whom he pleases. The lessor normally terms the property as "my land" = the endowment and his rights over the property are unconditional (Hughes, 1952, p. 36). In light of that, the use of the term sublease may not be accurate. The harvest tax paid to the endowment of the estate of Amun perhaps represents the state harvest tax paid to the local governmental body, i.e., the temple of Amun. In E. BM 10117 the sales tax on the sale of a piece of property is also paid to the estate of Amun. See also Seidl (1962, pp. 128ff.; 1968, pp. 67ff.).

6.3.5 Doc. 12 and Exchanges

Doc. 12 relates how *Irt.w-rd*, Party A, and *Irt.w-r-r.w*, Party B, exchanged cows. After the exchange Party A, now obligated to transfer to and protect the property rights of Party B who received the cow, authors the document. He notes the exchange and adds penalty clauses. The reverse situation in which Party B transfers property rights, etc., to Party A for the other cow, would have been recorded in a separate document which does not appear to have survived.

Contracts of exchange are known in Roman law (*permutatio*), but in that system one party of the exchange was considered at risk (Thomas, 1976, pp. 312ff.). In the Egyptian system, as exemplified by this document, neither party is at risk, as the exchange of property appears to have taken place simultaneously. It should be noted, however, that Party A does guarantee title, an aspect which suggests that Egyptian exchanges were thought of as being analogous to sales, thus differing from the Roman system. See also Taubenschlag (1955, p.

398). For the development of the concept of exchange in Egyptian law see Harari (1981-1982).

P. Vienna 10151 (Lüddeckens, 1965) describes another exchange from the reign of Artaxerxes I: *Ns-p3-mty* gives to *Hr-wd3* six months and 25 days of the offices of ship and district scribe in exchange for a month (text damaged) of a priestly office with the temple of Anukis in Elephantine. *Ns-p3-mty* is Party A and transfers property rights for that time period to *Hr-wd3*, including penalty clauses as in Doc. 12. *Hr-wd3* shall have possession of the two offices for six months and 25 days. During that time *Hr-wd3* is the sole owner of the offices, even though they revert to *Ns-p3-mty* at the end of the time. *Ns-p3-mty* may have retained a nominal claim to the offices, but he had no property rights with respect to those offices during this time, as these were transferred by P. Vienna 10151. A reverse document from *Hr-wd3* to *Ns-p3-mty* also does not seem to survive. The Egyptians treated an office (consisting of incomes, services and various duties) as private property.

The contrasting factor between Doc. 12 and P. Vienna 10151 is clearly one of time. Doc. 12 appears to be of a permanent nature, while P. Vienna 10151 is clearly of a fixed (limited) nature.

6.3.6 Doc. 13 - A Loan Document?

Malinine (1953, pp. 30ff.) argues that the row in Doc. 13 was to be spayed. Seidl (1968, pp. 64 & 64-65) follows Malinine and describes the action as a *handwerkliche Tätigkeit*. The word in question is *sw3*, which must refer to slaughtering and not spaying (above, pp. 25-26, 29). The spaying of female cows is unattested in Egypt and makes little economic sense, since the value of the cow would plummet if not fertile. In addition, both Malinine and Seidl argue that Doc. 13 is to be included in documents relating to loans, for they believe the cow was loaned by the owner while it was being spayed.

The scenario behind the document seems to indicate that *D-hr*, the choachyte of the owner of the cow (*Ns-Hr*), had made an agreement with the herdsman, *D-hr*, "to herd her (the cow), causing her to be safe" (line 2) up to the month of Hathyr, day 20. However, at some point before the date of the document (month of Paophi), the cow was slaughtered by order of the herdsman (lit. "in my presence," i.e., an act of volition). At that point the herdsman goes (or is forced to go by the choachyte) to the owner of the cow and reaches an agreement with him concerning the cow: if he delivers the cow to the owner's choachyte by the 20th day of Hathyr, he will have cleared his obligation with the choachyte. The rest of the document is a series of clauses noting what will happen if he fails to return the cow.

The legal aspects of the document are most interesting. First, the herdsman and the choachyte reach an agreement whereby the cow, which was in the

custody of the choachyte, ■ given over to be herded for a set time. Presumably, though unstated here, the choachyte paid the herdsman for the service. The herdsman was obligated to herd the cow and return it safe and sound to the choachyte by a fixed date. A problem arises when the cow was slaughtered. The herdsman realized that he could not fulfill his obligation to the choachyte. He goes ■ the owner of the cow, because the cow actually belonged to him and not to the choachyte to whom ■ had been entrusted. The herdsman freely admits the animal was slaughtered and that he was directly or indirectly responsible. Legal fiction plays a role in the way the document was composed: the animal is dead, but if the herdsman can return it (presumably alive) by day 20 of Hathyr, his original obligation will ■ fulfilled. The new obligation ■ not binding until that day, for the herdsman will not have failed to perform his part of the obligation until that date. The herdsman has the choice of supplying a replacement before that time or paying five kite of silver ten days later.

But the document notes that while he is obligated to the owner, he agrees ■ return the cow, or replacement, or money penalty and interest to the choachyte. This indicates that the owner and the choachyte have a previous agreement entrusting the cow to the choachyte. In addition, the document is kept by the choachyte until the obligation is performed. The process is known as *datio in solutum*, whereby an obligation might be extinguished by means of a different object (Taubenschlag, 1955, p. 424; Thomas, 1976, p. 344).

We can understand the relationship between the owner of the cow and the choachyte as one of owner and agent. It would appear that any property given over to a choachyte for mortuary services did not become the property of the choachyte unconditionally. Rather, the choachyte had to perform services in order to keep possession. If the choachyte was only acting as agent for the owner of the cow, then property rights must reside, at least until death, with the owner/endower. Payments concerning the cow had to be made to the choachyte ■ Doc. 18 as agent for the owner and he kept the document until the obligation was extinguished.

It ■ also likely that the agreement between the choachyte and the herdsman was oral, since no mention or claim is noted by either party concerning a written version of the herding agreement. Doc. ■ proves conclusively that an obligation or agreement which has been violated by one party can ■ settled without resort to court actions and other appeals to civil authorities. (Technically, the herding agreement had not been violated, because the herdsman still had time left on the herding agreement before he had to return the cow. In fact, ■ the cow was dead, the obligation was no longer subject ■ performance without a change in the terms.)

Portions of the document are written in the manner of loan documents, with a section noting the giving of property to guarantee the performance of the obligation (Seidl, 1968, pp. 64f.). This type of security is known ■ Greco-Roman law as *hypothèque* (Taubenschlag, 1955, pp. 277ff.; Thomas, 1976, pp. 232ff.).

6.3.7 Letters

Seidl (1968, p. 23) notes that letters in Egypt often contain items of legal significance and mentions Doc. 5. Perhaps more can be said. Doc. 5 is a letter from the overseer of the necropolis to his superior. It reports that the overseer received a cow from the prophet of Haroeuris for the burial of the prophet's father. This cow is equivalent to the expenses for the funeral, as well as for the burial goods required of a prophet. This letter acts as a report from the overseer to his superior with the effect that he has received the animal and is satisfied that it is of sufficient value for the services and goods he is to provide. He also states that he has no claim on the prophet for any further payment with regards to the burial. Each of the actions and phrases are ones normal in documents transferring property rights from a seller to a buyer, or in gift documents. It is clear that the overseer now claims rightful ownership of the cow on his own behalf, or perhaps on behalf of his superior. This is especially certain, if we view the situation as one where the overseer is offering services (in this case burial and funerary equipment), and the prophet is buying those services and goods with a cow.

Seidl (1968, p. 23) also notes that the petition of Peteesi (P. Rylands 11) is composed in the form of a letter and that clear legal aspects are involved in the writing and background of that document.

6.3.8 Oaths

Seidl (1968, pp. 34-35) has shown that oaths are of two kinds: assertory and promissory. The former deals with events in the past and present, while the latter concerns the future. Oaths may be found in both judicial and non-judicial settings. The oath played a major role in Egyptian society from the earliest periods and marks that point at which the legal and religious sectors meet in a very defined manner (Wilson, 1948, p. 156).

No documents survive from the Saite and Persian Period which may be classified by themselves as oaths. Certain documents (as discussed by Seidl, 1968, pp. 35f.) do contain oath formulas, but only as part of the document. In later periods examples of oaths are common (Kaplony-Heckel, 1973).

However, two documents from the Saite and Persian Period dealing with oaths do come down to us. In P. Louvre E. 7861 property had been put in the care of Party B, but apparently was stolen. Party B then took an oath saying he did not steal the property, perhaps after Party A filed suit to retrieve the property. In any case, this document notes that Party A accepts the oath of Party B and any obligation Party B may have had in the matter was resolved (*iusiurandum voluntarium*, Berger, 1953, p. 534). This may be comparable to the situation in Doc. 4 where a legal suit was settled, and one party declared himself satisfied with the outcome, acknowledging that Party B has fulfilled the

obligation. In Doc. 4 restitution was made, while in P. Louvre E. 7861 an oath performs the obligation. (For further discussion of this document see Malinine, 1958, pp. 219ff.)

■ P. Cairo 50145 a man declares ■ another that he will make an oath "as compensation for" two animals (perhaps asses). The oath will perform an outstanding obligation. In one sense it could be argued that this document is a promissory oath; however, it does not contain any of the oath formulas, but it does contain penalty clauses to insure that an oath is taken, or a penalty must be paid. (For more discussion of this document see Seidl, 1974 and Cruz-Uribe, 1981-82.)

What is important with both of these documents is that they note that an oath alone can ■ used ■ perform an obligation (Taubenschlag, 1955, pp. 510).

6.4 CONCLUSION

Seidl (1948) has argued that in the Ptolemaic Period in contrast to the Roman Period, Egyptian law knew neither a system of obligations nor the extinguishing of an obligation (see also Seidl, 1962, p. 93). He suggests that each debt was satisfied by individual circumstances, and while a debt could be settled, there was no underlying legal concept upon which it was based. Seidl (1948, p. 202) does admit, however, that in certain documents the payment of a debt fulfills an obligation, even if the document describing the debt is still in the hands of the creditor. A substantive legal system outside the individual case provides for the protection of the debtor ■ that it recognizes the act of payment as fulfilling the obligation and considers the return of the debt document secondary. As Seidl (1948, p. 201) suggests, this legal system applies to earlier documents, citing our Doc. 13. The herdsman of Doc. 13 could satisfy the legal requirements for the extinguishing of the obligation through payment for the cow, even though the choachyte still held the document in his possession.

The discussion of obligations above suggests strongly that in the Saite and Persian Period, Egyptian law did follow a unified and well-formulated system which was able ■ deal with all circumstances involving obligations and contracts. The principle of obligations at this period provided the framework by which actionable obligations could occur and the means by which they could be performed. Parties to sales, leases, marriages, debts, etc., had legal rights which were protected by a substantive legal system. Each document examined arises out of an obligation and was written to assist the performance of that obligation.

Chapter 7

CONCLUSIONS

The discussions may be summarized as follows:

7.1 In documents *slh mty h3ty.y* = "you have caused my heart to agree to" (Phrase 1) signifies that Party A acknowledges the verbal agreement between Party A and Party B, made through the free will of the parties. The same can be argued for the phrase *h3ty.y mty.w n-im.w* "my heart is in agreement with them" (Phrase 1a).

7.2 All demotic legal documents have a principal function and a secondary function. In certain cases those two functions are the same. Documents can also be separated into two categories, depending on whether their principal function is an immediate action or a delayed action. Those documents which show an immediate action contain either Phrase 1 or 1a or both.

7.3 The descriptions used in documents to refer to the animals do not give detailed descriptions of the animal. Instead, general qualities are noted, such as sex, utility, color, if branded, if pregnant, and sometimes the name or where the previous owner acquired the animal. The parties to the document knew which animal is the subject of the transaction. Reliance is placed on personal recognition of property, and at the same time, some items in the description may have a bearing on economic value in the document. The same may be valid for other types of property as well.

7.4 A person who wished to transfer property rights along with physical possession of the property signified this through the clauses of possession and transfer (chapter 4). As a group these clauses appear only in documents where property and ownership are transferred. Thus, in a division of property where a parent gives a share to his children, the promise to a share is given, but not the property itself.

7.5 Documents of sale in which a consideration is given contain these clauses of transfer of ownership, yet so too do gift documents in which there is no consideration. Thus, the giving of a consideration is not always essential in such transfers, as Seidl's concept of *notwendige Entgeltlichkeit* maintains.

7.6 Penalty clauses are used to ensure the carrying out of the agreement between the parties. This often means the protection of the property or other rights of Party B in the future. The penalty clauses often state that Party A either will force a contestor to drop a claim or that Party A will pay a penalty.

■ the property is seized, Party A agrees to help recover it or to make restitution. The "Procedural Penalty" develops in the Saite and Persian Period and becomes the norm in the Ptolemaic Period, especially in sale documents: the penalty payment is abandoned in favor of legal redress; perhaps, this implies a greater reliance on court procedures.

7.7 Documents of sale use certain penalty clauses to the exclusion of others: see the tables in chapter 5, pp. 73-76.

7.8 The penalty clause called "Contestor Payment" requires the person who makes the claim ■ pay a penalty payment. Party A of the document bears no responsibility in the future for protecting the new owner from claims on the property, because he has been relieved of his customary duty through the introduction of this third party. This clause ■ found in documents where one would not normally expect any claim on the property to be made (e.g. gifts, selling oneself into slavery; see Table ■ p. 75). To see the "Contestor Payment" as a legal fiction, intended for the benefit of Party A, is a more plausible interpretation than to assume that a contestor could be compelled to pay a penalty, a provision difficult to enforce.

7.9 Obligations in Egyptian law are formulated in a consistent and well laid out manner in the documents. Revillout has suggested that the Egyptian system of obligations was similar to obligations ■ the Roman legal usage and that the Egyptian system served as the basis for that portion of Roman law (Revillout, 1912a). While it is clear that the Egyptian system of obligations does have forms and usages similar to later Roman practice, it ■ also clear that major differences occur between the systems. Whether influence on the Roman system was direct or came to the Romans through another means, such as through Greek law, is not yet clear. The Egyptian conceptualization of law was certainly not the same as the Roman, although the Egyptian legal system was appropriately sophisticated for an advanced culture. ■ ■ not surprising that the principles of the Egyptian legal system resemble those in other systems, such as the Roman.

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ADDENDA

1) While I was correcting final proofs of this manuscript, P. W. Pestman's article ("The Diospolis Parva Documents: Chronological Problems concerning Psammetichus III and IV," *Grammata Demotika* (Fs. Liddeckens), Würzburg, 1984, pp. 145-155) appeared. In it Pestman correctly argues that P. Loeb 41 (Doc. 1) should date to the reign of Psammetichus IV (circa 486 BC) and not to the earlier Saite date for which I had argued in an earlier article (Cruz-Urbe, 1979a). Thus Doc. 1 should be placed after Doc. 14 in the sequence of texts. This change of date does not affect the legal discussions above.

■ In July, 1984, I was fortunate to examine P. Michigan 3523 (Doc. 4) in person. After close scrutiny the traces of the king's name which survive in line 1 should be read as *Tr(ywš)* "Darius." The text must then be dated to 501 BC rather than to 550 BC as I suggested above.







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